

Town of Greenville
TOWN ORGANIZATIONAL MEETING
TENTATIVE AGENDA
January 4, 2016
7:00 pm

Open meeting

Pledge of Allegiance

Oaths of Office

Organizational Resolutions

Undertaking of Municipal Officers

Humane Society Contract

Local Counsel amendment: sewer extension project

Town Attorney retainer 2016

Rescue Squad contract

Change ZBA meeting times to 7:00 pm

Discuss building safety

MISC.

Upcoming scheduled meetings:

Town Board Meetings: Regular monthly meeting, January 18, 2016 at 7:00 pm

**ORGANIZATIONAL MEETING
JANUARY 04, 2016**

BE IT RESOLVED:

- 1) that the third Monday of each month be the regular business meeting of the town, held at 7:00 p.m. at Pioneer Hall
- 2) that an agenda for a regular Town Board Meeting shall be prepared five days prior to the regular meeting date. Individuals or Board Members who wish to discuss a particular topic at a regular Town Board Meeting shall submit a statement of the topic to the Town Supervisor, either orally or in writing, no less than ten days before the meeting. If the submission is made fewer than ten days before the meeting, then the Supervisor shall have the right to address the topic despite the late notice or adjourn the discussion of the topic until the next succeeding Town Board Meeting and that the Rules of Order adopted December 10, 2003 be continued
- 3) that the Procurement Policy adopted on July 6, 1994 and amended on December 16, 2013 be continued
- 4) that the Catskill Daily Mail and the Greenville Pioneer be designated as the official newspapers of the town and WGY and WRIP the official radio stations
- 5) that a Secretary/Bookkeeper to the Supervisor, Superintendent of Highways and Water Superintendent be employed to do all books and correspondence @\$18.86 per hour for 40 hours a week, of which \$1.52 per hour (\$3,152) comes from the water budget and \$0.76 per hour (\$1,581) comes from the waste-water plant budget
- 6) that Ronnie J. Campbell be appointed as Deputy Clerk-Collector at \$15.60 per hour
- 7) that Mary P. Yeomans be appointed as Deputy Tax Collector at \$15.60 per hour
- 8) that Mark Overbaugh be appointed as Assistant to the Clerk-Collector at \$15.60 per hour, compensated five hours per week
- 9) that Jackie Park be appointed Registrar of Vital Statistics at \$1,500 per year, and Ronnie J. Campbell be appointed Deputy Registrar and Joanne Kratz be appointed sub-registrar, serving without compensation
- 10) that William Silk and Mark Overbaugh each be appointed Code Enforcement Officers/Sanitary Septic Ordinance Inspectors and Zoning Officers @\$18,024 per year. Compensation for extended absences will be paid as salary to the covering officer.
- 11) that Gordon W. Bennett be appointed Sole Assessor for the sum of \$28,000 per year and that Hope Nugent be appointed Assessor Clerk @ \$13.25 per hour, and to authorize the Assessor to employ data collectors as needed, at \$12.75 per hour

12) that, upon receipt, the Town Board will accept the affidavit of the Tax Collector that the notices stating the times for collection have been posted and published

13) that Paul Macko be appointed delegate to the Association of Towns convention to be held in New York City during February, and that Jackie Park be appointed alternate delegate

14) that the Superintendent of Highways be authorized to spend a sum not to exceed the amount of \$1,500 in aggregate to tools, equipment and implements

15) that the Town of Greenville may purchase goods at the New York State contract prices, and also at Greene County or surrounding county bid or contract prices. A copy of this resolution, so stating, to be sent to the Greene County Superintendent of Highways, and to the Clerk of the Greene County Legislature

16) that bonds be purchased for the following town officials:

Supervisor and Deputy Supervisor
Superintendent of Highways and Deputy Highway Superintendent
Town Clerk-Collector and Deputy Town Clerk-Collectors
Town Justices and Justice Clerk
Bookkeeper
Library Director and Library Clerks
Water Superintendent of Water Works
Recycling Operator and per-diem Operator
Code Enforcement Officers

17) that the officers and appointees of the Town of Greenville be authorized to attend seminars offered for their respective office. Expenses to be reimbursed by the Town Board with prior Town Board approval

18) that the Town Board reimburse travel expenses at a rate set by federal guidelines for all town officials and appointees while engaged in town business

19) that the wage scales for the highway department personnel be per the collective bargaining agreement dated January 1, 2012 thru December 31, 2014, pending ratification of new agreement

20) that fringe benefits for all full time employees of the Town of Greenville, not covered by collective bargaining, are as follows:

After completing one year of service:

5 days personal leave, all personal days must be scheduled 3 days in advance with immediate Supervisor's approval and 12 days sick leave time, 1 day per month worked, and each year commencing the first day of each month, accumulating

to 30 days; a doctor's certificate shall be required after 3 consecutive days absence.

Vacation time shall be as follows-- after completing one year:

1-5 years of service	10 days per year
6-10 years of service	15 days per year
11-15 years of service	18 days per year
16 and over	21 days per year

Ten (10) days of vacation time will be allowed to roll over to next year. Also 3 days leave with pay will be given in the event of the death of an immediate family member

21) that the town library, town highway department and town offices will be closed the following holidays:

New Year's Day	July Fourth	Veterans Day
Martin Luther King Day	Labor Day	Thanksgiving Day
Presidents Day	Columbus Day	Christmas Day
Memorial Day	Election Day	One Floating Day

When the holiday falls on a Saturday, the prior Friday will be observed. When the holiday falls on a Sunday, the following Monday will be observed

22) that the Town of Greenville will continue with the Drug & Alcohol Testing Program per contract signed with the Kingston Hospital pending renewal. Said Kingston Hospital to do all testing and record maintenance in regard to said program and Employee Assistance Services will also be provided

23) that P. Leroy Bear be appointed Superintendent of Water Works for Water District #1 @\$26,773 annually, that P. Leroy Bear be appointed Meter Reader @\$600 per quarter, and Richard Hempstead be appointed Assistant Water Superintendent @ \$6,700 annually

24) that local law number one of 2005 requires that the Town Board review the sliding scale for the real property exemption for senior citizens and handicapped individuals on a yearly basis. The base income criterion is hereafter referred to as "M". It is resolved that "M" for the 2016 tax roll be \$24,500. The balance of the sliding scale will be according to RPTL 467.

25) that the Town of Greenville continue the policy of prohibiting the posting of cardboard and paper signs on trees and poles along state, county and town highways in the Town of Greenville and that the Code Enforcement Officer shall regularly patrol and remove any prohibited signs.

26) that Donald Teator be appointed to serve as Town Historian @\$2,655 annually

27) that Melissa Rosa be appointed to serve as Town Dog Control Officer @\$5,722 annually and that the town contract with the Columbia-Greene Humane Society to utilize its services be continued. An ongoing dog census will be conducted. The enumerator will receive \$2 for each unlicensed dog counted and \$1 for each licensed dog counted, including mileage.

28) that Gordon W. Bennett be appointed to sit with the Board of Assessment Review and that the following member's terms remain through September of each year: Dave Battini 2 years (2017); Eleni Preisner 1 years (2016); and Dolores Glaudino 3 years (2018); each with a \$400 annual stipend

29) that Jackie Park be appointed Health Officer @\$935 annually

30) that Tal Rappleyea be retained to serve as Attorney for the Town of Greenville with a monthly retainer fee of \$1200 for agreed standard scope of service and \$125 per hour for non-contractual services

31) that a full time Maintenance Supervisor be employed for the town buildings at \$22.22 per hour, that 1 full time Maintenance person be employed for the town buildings at \$17.55 per hour, and 1 as needed, part time maintenance worker be hired up to 20 hours per week at \$13.00 per hour, and a part time Recycle person be employed for the recycling center at \$12.75 per hour and a per-diem substitute may be used at \$11.22 per hour on an as-needed basis

32) that any person employed by the Town of Greenville for 28 hours or less per week be considered to be a part-time employee. As such, they receive no employee benefits. The term "benefits" covers: paid vacation; health insurance; any leave of absence; sick days; unemployment insurance, etc. Payroll options are bi-weekly, monthly, or quarterly

33) that any part-time town employee who does not accrue leave credits and who takes extended time off (i.e., vacations, extended sick time, etc.), will not be paid for the time off

34) that the appointment by the Supervisor of John Bensen as Deputy Supervisor be accepted with no compensation.

35) that the Town Board continue the policy adopted by resolution on July 2, 1986 pertaining to termination of full time employees

36) that John Bensen and Ken Stern be appointed to the Highway Committee; that Richard Bear and Greg Davis be appointed to the Park, Recreation and Public Relations Committee; that Ken Stern and Richard Bear be appointed to the Special Districts Committee; that Richard Bear and John Bensen be appointed to the Solid Waste Committee; that Ken Stern and Greg Davis be appointed to the Waste-water Plant Committee, to meet the last Thursday of each month, at the plant, at 4:00 pm; that Paul

Macko and Ken Stern be appointed to the Greenville Beautification Committee; that Paul Macko and Greg Davis be appointed to Cablevision Committee; and that John Bensen and Richard Bear be appointed to the Employee Manual Committee.

37) that Arnie Cavallaro be appointed to the Greenville Planning Board for a 5 year term (2020) with the following terms remaining: Brian Wickes 4 years (2019); Orloff Bear 3 years (2018); Ken Elsbree 2 years (2017); Don Teator 1 year (2016); and that Arnie Cavallaro be appointed Chair and Don Teator Deputy Chair and that an annual stipend of \$400 per member or alternate and \$500 for the Chairs shall be paid in December. Mark Wilcox and Sean McCulloch are appointed as Alternates. Regular attendance is an expectation for all members, including alternates

38) that Arnie Cavallaro be appointed to represent the Town of Greenville at the Greene County Planning Board

39) that Tom Vance be appointed to the Zoning Board of Appeals for a 5 year term (2020) with the following terms remaining: that John Ingalls be appointed to fill an unexpired term of 4 years (2019); Tom Briggs 3 years (2018); Sandy Garden 2 years (2017); Art Marini 1 years(2016); and that Tom Vance be appointed Chair and John Ingalls Deputy Chair and that an annual stipend of \$200 per member or alternate and \$300 for the Chairs shall be paid in December. Regular attendance is an expectation for all members, including alternates

40) that Hope Nugent be appointed Planning and Zoning Board of Appeals Clerk at \$40.00 per session and \$12.50 per hour for up to 10 hours per month to file and prepare for monthly meetings

41) that April Saccoccio be appointed Court Clerk at \$13.13 per hour, maximum \$10,400 annually

42) that the amount of \$200 be paid monthly from the General Fund to the Water District #1 for the rental of space for the State Police substation

43) that Barbara Flach be appointed Library Director @ \$22.22 per hour not to exceed 32 hours per week

44) that all Department Heads must be in attendance at regular Town Board meetings and a written or oral report be received from the Planning and Zoning Board of Appeals, and that the Water, Highway and Maintenance Department Heads be present for the bill paying session of each Town Board meeting for the purpose of clarifying monies spent

45) that each Town Board member be required to attend at least 2 planning board meetings per year

46) that Fran Sickles be appointed as representative to Greene County EMS Council.

47) that Elected Official's salaries for 2016 are:

Supervisor	(1)	\$13,000 per year
Town Board	(4)	\$5,550 per year
Town Justices	(2)	\$9,229 per year
Town Clerk - Collector	(1)	\$35,169 per year
Superintendent of Highways	(1)	\$54,704 per year

48) that the Board has reviewed the Workplace Violence Prevention Policy adopted on November 19, 2012 and finds it acceptable and appropriate and thereby readopts the Workplace Violence Prevention Policy

49) that the following be adopted as the Investment Policy of the Town of Greenville:

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

OBJECTIVES

The primary objectives of the Town of Greenville's investment activities are, in priority order:

- to conform with all applicable federal, state and other legal requirements
- to adequately safeguard principal to provide sufficient liquidity to meet all operating requirements and
- to obtain a reasonable rate of return

II. DELEGATION OF AUTHORITY

The Town Board's responsibility for administration of the investment program is delegated to the Chief Fiscal Officer who shall establish written procedures for the operation of the investment program consistent with these investments guidelines.

Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates and other relevant information; and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodian of the public trust and shall avoid any transaction that might impair public confidence in

the Town of Greenville to govern effectively. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Town of Greenville to diversify its investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Town of Greenville for all moneys collected by an officer or employee of the government to transfer those funds to the Chief Fiscal Officer within thirty days of deposit, or within the time period specified by law, whichever is shorter.

The Chief Fiscal Officer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management’s authorization and recorded property, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of monies are the National Bank Coxsackie, Greenville Branch, Fleet Bank, Greenville Branch, and The Bank of Greene County, Greenville Branch.

VIII. COLLATERALIZATION OF DEPOSITS

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town of Greenville, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with the aggregate “market value”, or provided by General Municipal Law, Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating

categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to the security and custodial agreements. The security agreement shall provide that eligible securities are being pledged to secure Town of Greenville deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the Town of Greenville to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Town of Greenville, such securities shall be delivered in a form suitable for transfer or with assignment in blank to the Town of Greenville or its custodial Bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the Town of Greenville, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities.

The agreement should also describe that the custodial shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. such agreement shall include all provisions necessary to provide the Town of Greenville a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, Section 11, the Town of Greenville authorized the Chief Fiscal Officer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments: Special time deposit accounts; Certificates of deposits; Obligations of the United States of America: Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America; Obligations of the State of New York; Obligations issued pursuant to LFL Sec. 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Greenville. Obligations of public authorities,

public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments; Certificates of Participation issued pursuant to GML, Section 109-b. Obligations of the Town of Greenville, but only with any moneys in a reserved fund established pursuant to GML, Section 6-c, 6-d, 6-e, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n. All investments obligations shall be payable or redeemable at the option of the Town of Greenville within such times as the proceeds will be needed to meet expenditure for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Greenville within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Greenville shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the Town of Greenville conducts business must be credit worth. Banks shall provide their most recent Consolidated Report of Condition at the request of the Town of Greenville. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Chief Fiscal Officer is responsible for evaluation the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually

XII. PURCHASE OF INVESTMENTS

The Chief Fiscal Officer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion Number 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized tracking partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the Town of Greenville, shall be purchased through, delivered to and held in the custody of a bank or trust company only in accordance with prior written authorization from the Chief Fiscal Officer. All such transactions shall be confirmed in writing to the Town of Greenville by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank of trust company, as agent of an custodian for, the Town of Greenville, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the Town of Greenville a perfected interest in the securities.

1. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

All repurchase agreements must be entered into subject to a Mater Repurchase Agreement.

- * Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- * Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- * No substitution of securities will be allowed.
- * The custodian shall be a party other than the trading partner.

APPENDIX A SCHEDULE OF ELIGIBLE SECURITIES

- * Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- * Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- * Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under specific State statute may be accepted as security for deposit of public moneys.
- * Obligations issued by states (other than NYS) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- * Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical ration organization.
- * Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the Three highest rating

categories by at least one nationally recognized statistical rating organization.

- * Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- * Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- * Commercial paper and banker's acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- * Zero coupons obligations of the US Government marketed as "Treasury Strips"

Town of Greenville
OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, Paul Macko, of the Town of Greenville, County of Greene, NY, has been elected to the Office of Supervisor of the Town of Greenville, and

WHEREAS, John Bensen, of the Town of Greenville, County of Greene, NY, has been appointed to the position of Deputy Supervisor of the Town of Greenville, and

WHEREAS, Jackie Park, of the Town of Greenville, county of Greene, NY, has been elected to the Office of Town Clerk-Collector of the Town of Greenville, and

WHEREAS, Ronnie J. Campbell, of the Town of Greenville, County of Greene, NY, has been appointed to the position of Deputy Clerk-Collector of the Town of Greenville, and

WHEREAS, Mary P. Yeomans, of the Town of Greenville, county of Greene, NY, has been appointed to the position of Deputy Collector of the Town of Greenville, and

WHEREAS, Joann Kratz, of the Town of Greenville, County of Greene, NY, has been hired as a Bookkeeper of the Town of Greenville, and

WHEREAS, The Honorable Jens G. Lobb, of the Town of Greenville, county of Greene, NY, has been elected to the Office of Town Justice of the Town of Greenville, and

WHEREAS, The Honorable Richard Schreiber, of the Town of Greenville, county of Greene, NY, has been elected to the Office of Town Justice of the Town of Greenville, and

WHEREAS, April Saccoccio, of the Town of Greenville, County of Greene, NY, has been hired as the Justice Court Clerk of the Town of Greenville, and

WHEREAS, Terry Williams, of the Town of Greenville, county of Greene, NY, has been elected to the Office of Superintendent of Highways of the Town of Greenville, and

WHEREAS, _____, of the Town of Greenville, County of Greene, NY, has been appointed to the position of Deputy Superintendent of Highways of the Town of Greenville, and

WHEREAS, P. Leroy Bear, of the Town of Greenville, County of Greene, NY, has been appointed to the position of Water Superintendent of the Town of Greenville, and

WHEREAS, Ronald Duncan, of the Town of Greenville, County of Greene, NY, has been hired as a Recycling Operator of the Town of Greenville, and

WHEREAS, Paul Augstein, of the Town of Greenville, County of Greene, NY, has been hired as a Recycling Operator of the Town of Greenville, and

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

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WHEREAS, William Silk, of the Town of Greenville, County of Greene, NY, has been appointed as Code Enforcement Officer of the Town of Greenville, and

WHEREAS, Mark Overbaugh, of the Town of Greenville, County of Greene, NY, has been appointed as Code Enforcement Officer of the Town of Greenville, and

WHEREAS, Barbara Flach, of the Town of Greenville, County of Greene, NY, has been hired as the Library Director of the Town of Greenville, and Phyllis Wolf, Susan Bell, Sheila Dugan, and Anita O'Callahan have been hired as Library Clerks

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Greenville that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all money or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all money and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk-Collector is further conditioned that she will well and truly keep, pay over and account for all money and property coming into her hands as such Town Clerk-Collector; and

This undertaking of the Town Justice is further conditioned that he will well and truly keep, pay over and account for all money and property coming into his hands as such Town Justice; and

The Town does and shall maintain insurance coverage, presently with Trident Insurance Services LLC, in the sum of \$10,000 for every employee, \$25,000 for the Supervisor and bookkeeper, and \$640,000 for the Clerk-Collector, to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all money or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

Dated: January 4, 2016
Town of Greenville

OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking; and

WHEREAS, we, the Town Board of the Town of Greenville, hereby require the Supervisor, Deputy Supervisor, Town Clerk-Collector, Deputy Town Clerk- Collectors, Town Justices, Justice Clerk, Bookkeeper, Recycling Operators, Code Enforcement Officers, Library Director, Library Clerks, Water Superintendent, Highway Superintendent, and Deputy Highway Superintendent to execute said Official Undertaking as required by said law;

NOW, THEREFORE BE IT RESOLVED that we, the Town Board of the Town of Greenville approve the document entitled "Town of Greenville Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED that said Official Undertaking containing the notarized signature of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

Dated: January 4, 2016

_____ Town Supervisor
Paul Macko

_____ Town Clerk
Jackie Park



Columbia-Greene

HUMANE SOCIETY/SPCA

Columbia-Greene Humane Society/SPCA
111 Humane Society Road, Hudson, NY 12534
Phone (518) 828-6044 Fax (518) 828-7709
Website: www.cghs.org Email: info@cghs.org
Now on Facebook: www.facebook.com/cghs.org

Celebrating Over 60 Years of Caring for Animals in Need

Chairperson of the Board
Charlene Marchand

1st Vice Chairperson
Peter Hogan, C.P.A.

2nd Vice Chairperson
James Carlucci, Esq.

Treasurer
Scott Shallo, C.P.A., Esq.

Secretary
Gisela Marian

Members
Hollie Adams
Jennifer Donoghue
Robert Gibson, Esq.
Sharyn Richards-Marks

Past Vice Chair
Hon. Jonathan D. Nichols

**Volunteer Event
Coordinator**
Jennifer Newton

**Veterinarian Advisory
Committee**
Jerry Bilinski, D.V.M.
Barbara Clayton, D.V.M.
Bernardo Mongil, D.V.M.
Simone Nadeau, D.V.M.
Danielle Sand, V.M.D.
Sue Tanner, D.V.M.

Honorary Life Members
Hollie Adams
Darlene Bilinski
Jerry Bilinski, D.V.M.
Deborah Cohen
Elaine Gruener
Eric Hannay
Patricia Harman
Patricia Kenehan
Jane Krebs
Jim Krebs
Charlene Marchand
Gisela Marian
Edgar M. Masters
Barbara McCullough
Greg McEldowney
Anne Weinberg
Michael Wilson

President & CEO
Ronald Perez, Jr.

December 29, 2015

Town of Greenville
P.O. Box 38
Greenville, NY 12083

Dear Mr. Macko:

As of this date, we are in receipt of your signed contract and proposed addendum for year 2016.

Please be advised that CGHS/SPCA cannot accept your proposed addendum as it counters what we will be charging for housing dogs in 2016. Our fee structure is set by the Board of Directors, and is not negotiable.

We hope you choose to continue to house dogs with CGHS/SPCA in 2016. If so, we will consider the signed contract you sent as an officially signed instrument. Should you have any questions, please feel free to call me at (518) 828-6044 ext. 108, or email me at ronperez@cghs.org.

Thank you.

Yours truly,


Ronald Perez
President/CEO

Columbia-Greene Humane Society

TAL G. RAPPLEYEA

ATTORNEY AT LAW

P.O. Box 793
Valatie, NY 12184
(518) 758-8034 • FAX (518) 758-8038
rappleyealaw_tal@berk.com

December 31, 2015

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

Re: Local counsel services, Town of Greenville
Extension of Sewer District # 1 Greene County, NY

Dear Supervisor Macko:

In accordance with our conversation and our prior written agreement, due to the unforeseen title matters associated with the acquisition of the Clink property, difficulties with easement acquisition and the possible further extension of the district on Route 26 and Hill Street, the original estimated amount for local counsel fees exceeded the original \$10,000 agreement and was thereafter amended to be estimated at not to exceed \$16,000. Please see the enclosed two prior letter agreements for local counsel fees.

However, that estimate has fallen short due to the unforeseen additional work required by the extension of the original district to include a larger area. Therefore, please accept this letter as the further agreement between the Town of Greenville and myself as Attorney for the Town to assist the Town in the preparation of district proceedings in regard to the extension of Sewer District #1 and to assist with the acquisition of easements for the infrastructure and acquisition of fee ownership in relation thereto.

Based upon our discussions with respect to the scope and nature of the project and the duties set forth herein it is now estimated that my fee as local counsel herein is estimated to not exceed \$17,781.25 (Seventeen Thousand Seven Hundred Eighty One Dollars and Twenty Five Cents) through November 2015 and shall be billed an hourly rate of \$125.00 on a monthly basis. In the event that there are further changes or unusual or unforeseen circumstances in the project it is possible that this fee may change. In the event that such circumstances do require an adjustment I will immediately contact you in order to fully discuss and agree upon any changes. Thank you for your attention to this matter.

Very Truly Yours,


Tal G. Rappleyea

AGREED AND ACCEPTED
this day of _____, 2015
TOWN OF GREENVILLE

By: _____
Supervisor: Paul Macko

TAL G. RAPPLEYEA

ATTORNEY AT LAW



1052 Kinderhook Street

P.O. Box 793

Valatie, NY 12184

(518) 758-8034 • FAX (518) 758-8038

rappleyealaw_tal@berk.com January 1, 2016

Hon. Paul Macko, Supervisor
Town of Greenville
588 Route 1, PO Box 38
Greenville, NY 12083

RE: General Retainer

Dear Supervisor Macko:


Please accept this letter as my retainer to represent the Town of Greenville as Attorney for the Town on all general matters for the calendar year 2016. This retainer is intended to cover and include attendance at regular Town Board meetings, and agenda workshop and special meetings and other Board meetings on an "as needed" basis, review of minor contracts, minor tax certiorari as needed (such need to be determined by the Town Assessor upon approval by the Town Board), minor local law drafting and review, minor real property conveyances, and general consultations and advice at a monthly fee of \$1,200.00 (\$14,400 annually), for which a standard voucher shall be submitted. This retainer is for both my availability on a 24-hour/day, 7-days/week basis and the above work. However, this retainer is not a "non-refundable retainer" and to the extent that the Town deems that I have not earned the retainer in any month it may request, I shall reimburse such amount deemed unearned. I am and shall be treated as an "independent contractor" and shall pay my own withholdings and taxes. Additionally, as such I am not eligible for nor seek health or retirement benefits.

However, the above monthly general retainer amount is not intended to include litigation, major contracts and projects and major real property transactions or planning/zoning applications for which an escrow account is established by the applicant. In the event any situation arises wherein the work is deemed to not be included under the general retainer, any work/time performed on such matters will be charged at \$125.00 per hour. No matter shall be billed as an hourly item outside the retainer without prior approval by the Town Board. Such items shall also be billed on a monthly basis, with a standard voucher and itemization of the work performed.

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division. It is hereby acknowledged that we have reviewed the enclosed Statement of Client's Rights and the Statement of Client's Responsibilities and that you have no questions or concerns therewith.

By your countersignature below you are evidencing your acceptance of the above terms. If you have any questions please do not hesitate to contact me.

Very truly yours,


Tal G. Rappleyea

TGR/kec

Town of Greenville, by Paul Macko, Supervisor

AMBULANCE CONTRACT

This Agreement made this day of 2016 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 nor rescue squad and

WHEREAS, the Town is desirous of having emergency rescue and ambulance care services available for its residents, and

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

NOW THEREFORE, in consideration of the sum of \$100,000.00 (One Hundred Thousand Dollars) paid quarterly on the fifteenth day of February, April, July, and October 2016, by the Town to the Rescue Squad in equal amounts of \$25,000 (Twenty Five Thousand Dollars) each: it is hereby agreed as follow:

1. The Rescue Squad shall provide ambulance, rescue, and emergency services to the Town during the period February 1, 2016, through December 31, 2016. The emergency services shall be provided seven (7) days per week between the hours of six o'clock am through six o'clock pm., with at least two EMTs present at all times.
2. Such rescue and 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 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 Town is supportive of the Rescue Squad's intention to proceed toward the construction of a new building and intends to enter into annual contracts, barring unforeseen or extraordinary circumstances, similar to the within contract during the term of the expected financing of the said building. The Rescue Squad shall file with the Town a copy of its Performance statement (or similar document) to be filed with the Bank providing the financing for such

building or in conjunction therewith, which shall include, among other things, the reasonable and estimated expenses of the project and the Rescue Squad as a whole.

5. 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.

6. 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 and all remaining funds due hereunder shall not be paid.

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

ANDREW SCIRICO, PRESIDENT

PAUL MACKO, SUPERVISOR

RICHARD BEAR, COUNCILPERSON

GREG DAVIS, COUNCILPERSON

KEN STERN, COUNCILPERSON

JOHN BENSON, COUNCILPERSON