

# Town of Greenville

## TOWN BOARD MEETING

### TENTATIVE AGENDA

September 18, 2017  
7:00 pm

Bill Paying audit at 7:00 pm

Approval of minutes August 21, 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) IT Presentation BAS
- b) Finalize Truck Bonding
- c) Discuss Engine Brakes in the Halmets

#### OPEN MEETING

Supervisors Report

Upcoming scheduled Town Board meetings:

Regular Town Board meeting:

Regular Town board Meeting October 16, 2017

**August 21, 2017**

The regular monthly meeting of the Town Board of the Town of Greenville was held on Monday, August 21, 2017, at 7:00 pm at Pioneer Hall, commencing with a public hearing to address a revised Town Sewer Use Law and to hear all persons interested in the subject.

Present: Supervisor Paul Macko  
Councilman Richard Bear  
Councilman John Bensen  
Councilman Greg Davis  
Councilman Kenneth Stern

Recording Secretary: Clerk-Collector Jackie Park

Attorney: Tal Rappleyea

Department Heads Present: Maintenance and Water Superintendent P. Leroy Bear  
*Assessor Gordon Bennett arrived at 7:30 pm*  
Greenville Rescue Squad President Theodore Nugent, Jr.  
Zoning and Code Enforcement Officer Mark Overbaugh  
Planning Board member Will Bardel  
Highway Superintendent Terry Williams  
and 18 guests

Supervisor Macko opened the meeting with the Pledge of Allegiance.

A copy of the proposed law, Local Law # 2 of 2017, has been provided to the Town Board and was available for review at the Clerk-Collector's office. Appropriate notice was published in an official newspaper, the Greenville Pioneer, on Friday, August 4, 2017.

Mr. Bensen moved, seconded by Mr. Bear, to open this public hearing at 7:00 pm  
Carried 5 ayes

Mr. Macko reviewed the purpose of this amendment: misinformation has been heard regarding the timeframe for connections to the newly expanded sewer system. The current law allows for a 90 day time frame to connect in to the system; residents within the extended area were told that there would be a longer time period in which to allow establishing a connection. The amended Sewer Use Law allows for connection in to the extended system before December 31, 2017 without cost or penalty. It also consolidates the prior revisions and related documents into one law, Local Law #2 of 2017.

**At 7:01 pm, Supervisor Macko asked if there were any interested persons present who desired to be heard. Mrs. Anita Zibura** inquired as to when and how she could hook up to this system; Mr. Macko explained that her property was not included in this extended area, but perhaps would be added in a future extension. **Mr. Robert Kosich** asked about fees to connect to this system; Mr. Macko replied there

would not be a fee assigned to connect into the newly expanded system until January 1, 2018.

No other comments were received.

Mr. Bensen moved to close the public hearing at 7:05 pm, seconded by Mr. Bear.  
Carried 5 ayes

The regular monthly meeting followed, commencing with the Greenville Rescue Squad, Inc. (GRS) report, given by **GRS President Ted Nugent**. Mr. Nugent discussed the regular monthly report as well as the year-to-date report; attached. The 2018 budget was presented and discussion ensued, focusing on recent Task Force meetings and the proposed Northeast Corridor (NEC) service. He stated the Task Force did a great job putting their information together, and now the Town Board must decide whether to stay with GRS or to go with the new service. He brought up the following points to consider when making a decision: The numbers presented by the task force were just ideas ~ not set by the actual agency that would be running it, as no agency has accepted this role yet. The numbers very well may differ. To note ~ once GRS is gone, they are gone. If the task force numbers come in wrong, there will not be a GRS to fall back on. GRS has been in service since 1972, and has provided services for 42 1/2 years at no cost to the taxpayers. Mr. Nugent relayed a quote from a recent informational meeting Supervisor Macko said, expressing concern with the sustainability of a local rescue squad. Mr. Nugent believes, although yes, there have been and will be increases, once functioning at an optimal level without drawing from reserves, it will be very sustainable. Town contributions are but one part of the GRS revenue; the 2018 requested dollar amount in the budget doesn't even cover the salary line. Noted that the proposed Northeast Corridor service will cost Greenville more than is currently being paid, and the towns of New Baltimore and Cocksackie will be saving money, and questioned the fairness of that. Also of note, to dispel talk he has heard of, if the GRS, Inc. is disbanded, the financials and equipment belongs to GRS, Inc ~ and will not be automatically transferred to the new system. That decision is strictly up to the GRS Board of Directors. Mr. Nugent noted over 100 mutual aid calls given to the Town of Cocksackie year to date. When the new system goes in, there will be (2) 24 hour and (1) 12 hour ambulances in use. "System Status" means the ambulance will be sitting between the towns involved when not on a call ~ not here in Greenville. So realistically, when the ambulance is sitting waiting in Earleton, and the call comes in for help in the West end or South end of our town ~ there will be a longer response time. He asked if we wanted to be the 'test site for health care', and that, very important to remember ~ "Basic Life Support comes *first*, before Advanced Life Support". **Supervisor Macko** informed all present that he hadn't yet sent a letter on the Town's behalf to Greene EMS. He feels that the County study has been invaluable with the information they've compiled. Supervisor Macko also did note that the GRS response times are phenomenal, and he has been very pleased with the services that have been provided. He acknowledged it would cost Greenville \$44,000 more to be included in the Northeast

Corridor. **Councilman Bear** noted his biggest concern is the jail (because of the demand placed upon the ambulance), and stated, "it would leave us with no ambulance". **Councilman Bensen** feels the only way to make the NEC system work is if the surrounding towns of Durham and Cairo were also on board. **A concerned resident** urged for a public forum and referendum vote to discuss this issue, stating this decision should be left to the residents. "Lives are at stake!" **Councilman Davis** responded that the Board is elected to make these decisions, representing the residents ~ but that he felt it was a 'no-brainer'. "Why would we pay more for less service? It makes sense to keep the GRS here". **Supervisor Macko** thanked Mr. Nugent for his presentation and reiterated that no decision has been settled upon yet.

Moving on, Mr. Davis moved to accept the Clerk's minutes of July 17, 2017, seconded by Mr. Bensen. Carried 5 ayes

Mr. Bear moved to accept the Clerk's minutes of July 31, 2017, seconded by Mr. Bensen Carried 5 ayes

**Oral and/or written reports were received from the Rescue Squad, Highway, Buildings and Grounds, Code, Clerk/Tax, Dog Control, Sewer and Water departments, and Planning and Zoning Boards (attached if written):**

Additionally, **Highway Superintendent Williams** reported that he called regarding the truck purchases today and has not yet received a call back regarding this. **Maintenance Supervisor Leroy Bear** noted that the dog park posts were in the ground at Vanderbilt Park, and expected the project to be completed very soon. **Code Enforcement Officer Mark Overbaugh** has been busy with sewer extension inspections and the usual amount of building/sewer/sign permits and inspections, title searches, 2 violations in July, and 1 fire call. **Supervisor Macko** noted the original sewer extension project is 99.9% complete. **Water Superintendent Leroy Bear** noted discussions with Engineer Alan Tavenner regarding the pressure reducing valve previously discussed, and the need to put a proposal together for next month's meeting. The Recycling building is almost complete, and a new dumpster for plastics is coming from Greene County for use at the Recycling Center. **Planning Board Alternate member Will Bardel** presented a summary of issues related to planned and tentative commercial solar projects requested by Cypress Creek within the Town of Greenville. Discussion ensued and the big questions seem to be how much capacity does Greenville have for this service and what impact will it have on the community? It was questioned if the direction of the Planning Board should look on a case by case basis, or review and plan based on the cumulative effect it may cause? **Attorney Rappleyea** added that the Planning Board is taking their time and diligently reviewing all of the impacts the project may have, and that they are "doing a really good job". For the Dog report, Supervisor Macko passed along an audit by the NYS Agriculture and Markets showing a Satisfactory standing for **DCO Melissa Rosa**. Mr. Macko also discussed that the Beautification Committee is seeking a contractor for the sidewalk project within the hamlet of Greenville. Soon a designer and engineer will be hired as well, and hopes to

have the project started in the Spring of 2018. This is achieved through an 80/20 grant, where \$760,000 is in grant monies and the Town is responsible for up to \$190,000.

**New business discussed at 8:00 pm: Assessor Gordon Bennett** addressed concerns raised by residents about the data collection process. He explained that if a resident declined entry to the Data Collector, the information will be estimated. Estimations are not as good as data. For accuracy, he desires all residents to comply with the process. He reiterated that he was not concerned with possessions, that they were only looking at real estate: the quality of construction and its condition. He stated assessing properties is an art, not a science. Also that he cannot deviate from NYS Law. Stated the process is objective regarding measurements, and subjective as judgements are made regarding condition and quality of a home (which reflects the value). Mr. Bennett reviewed that this was the data collection portion, which will take 2-3 years, and that when and only when the authority is given by the Town Board in the future, will a revaluation project begin. The last Town-wide revaluation occurred in 2003. After 30 minutes and heated conversation, this topic concluded.

**Supervisor Macko opened the meeting for public comments and questions at 8:30 pm:** none received. Returning to new business, Mr. Macko noted Greenville Day is scheduled for September 23<sup>rd</sup>.

A resolution is required annually by Nevins Insurance relating to administration of the HRA account; summary information attached.

Mr. Bensen moved to accept this Certificate of Resolution, seconded by Mr. Stern  
Carried 5 ayes

It seems the second Speed Limit evaluation request moved upon on November 16, 2015, had not been addressed by either the County or the State.

Mr. Davis moved, seconded by Mr. Bensen, to again request a traffic survey of King Hill Road between State Route 81 and Drake Hill Road to facilitate in the lowering of existing speed limits.

Carried 5 ayes

Mr. Bensen moved to adopt Local Law #2 of 2017 as amended, the Town of Greenville's Sewer Use Law, seconded by Mr. Bear.

Carried 5 ayes

Mr. Bear moved to enter executive session at 8:30 pm to discuss the medical, financial, credit or employment history of a particular person/corp, or matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension, seconded by Mr. Bensen. Carried 5 ayes

Mr. Bear moved to return to regular session at 8:40 pm, seconded by Mr. Davis. Carried 5 ayes

*No motions were made in executive session.*

Mr. Bensen moved, seconded by Mr. Bear, to increase the Assessor's Clerk's salary to \$14.25/hour. Carried 5 ayes

Mr. Stern moved, seconded by Mr. Bensen, to pay out 2 weeks of vacation hours to Mr. Leroy Bear at his regular hourly maintenance department rate. Carried 5 ayes

Code Enforcement Officer Mark Overbaugh requested follow up information from the Supervisor and Board regarding progress on cellular coverage in Greenville. Supervisor Macko replied that he has been working on it, and has contacted Apollo in Syracuse to work with local carriers and survey the area with the goal of achieving better service and coverage.

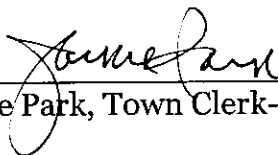
After audit, Mr. Stern moved, seconded by Mr. Davis, to pay the following bills:

- Bills 282 - 320 on General abstract #8 for \$55,404.00
- Bills 133 - 149 on Highway abstract #8 for \$13,343.66
- Bills 88 - 96 on Sewer abstract #8 for \$11,613.76
- Bills 57 - 65 on Water abstract #8 for \$9,170.98
- Bill 5 on Freehold Solar, LLC, escrow abstract #3 for \$1,515.00
- Bill 5 on Amberjack Solar, LLC, escrow abstract #3 for \$1,710.00

Carried 5 ayes

After review, Mr. Bear made a motion to accept the Supervisor's report for July, seconded by Mr. Bensen. Carried 5 ayes

There being no further business, Mr. Macko moved to adjourn at 9:00 pm.

  
Jackie Park, Town Clerk-Collector

\_\_\_\_\_  
SUPERVISOR MACKO

\_\_\_\_\_  
MR. BEAR

\_\_\_\_\_  
MR. BENSEN

\_\_\_\_\_  
MR. DAVIS

\_\_\_\_\_  
MR. STERN

WATER PLANT A NOTES  
WELL PUMPING RATE

WELL 2 A 30 GPM  
WELL 3 A 35 GPM

POTASSIUM PERMANGANATE  
DOSAGE BEING USED 1.0 mg/l  
QUANTITY USED 1.5 lbs/gal

PHOSPHATE INHIBITOR  
DOSAGE BEING USED 2.4 mg/l  
QUANTITY USED 1 gal

FILTERS ARE BEING RUN TOGETHER UNLESS  
INDICATED OTHERWISE HERE

COLIFORM BACTERIA TESTS

DATE 8-28-17 LOCATION Dunkin Donuts  
POS\* NEG

DATE 8-28-17 LOCATION Subway  
POS\* NEG

\*POSITIVE COLIFORM RESULTS MUST BE  
REPORTED TO DOH IMMEDIATELY

GENERAL SYSTEM NOTES:

REPORTED BY Paul Roy Boy  
TITLE WATER SUPERINTENDENT

DATE 9/6/17

GREENVILLE WATER DISTRICT  
 FED ID # NY1900028

OPERATIONS REPORT FOR THE MONTH OF AUGUST 20 17  
 WATER PLANT A

page 2/3

DAT	RAW WATER			TREATED WATER			Chlorine Gallons Added	Ortho Gallons Added	Pot/Mag Lbs Added	Daily Residuals		DISTRIBUTION	weekly ironing location
	1	2	3	1	2	3				Entering Tank	Leaving Tank		
1	Iron	one / week	eachWELL #	Iron	one / week	each							
2													
3													
4													
5													
6													
7	.04	.143		.00	.056	.206		1/2	1/2	2.20	1.76	0.19	CF
8										1.75	1.63	0.20	LIBBY
9										2.20	1.64	0.21	LIBBY
10										1.97	1.60	0.19	LIBBY
11										1.71	1.66	0.22	LIBBY
12										1.62	1.66	0.22	LIBBY
13										1.68	1.73	0.14	CF
14	.02	.129		.00	.051	.206	40			2.20	1.71	0.18	CF
15										2.10	1.69	0.19	PIONEER
16										1.48	1.63	0.20	PIONEER
17										1.57	1.57	0.18	ST-516
18										1.97	1.97	0.16	PIONEER
19										1.65	1.93	0.17	PIONEER
20								1/2	1/2	1.74	1.47	0.18	CF
21	.04	.144		.00	.045	.200				1.87	1.41	0.13	CF
22										1.72	1.43	0.19	CF
23										2.08	1.40	0.22	CF
24										2.02	1.42	0.18	CF
25										2.20	1.43	0.17	CF
26										2.07	1.45	0.16	CF
27										1.56	1.44	0.18	CF
28	.03	.138		.00	.037	.200	55	1/2	1/2	1.47	1.46	0.18	CF
29										2.20	1.44	0.18	LIBBY
30										1.69	1.37	0.15	CF
31										1.73	1.40	0.17	CF
										2.20	1.38	0.16	CF



Aug 2012	WELL 3A		WELL 2A		TOWER	BACKWASH		DISTRIBUTION	
DATE	METER READING	GALLONS	METER READING	GALLONS	HEIGHT	READING	GALLONS	READING	GALLONS
7/31/12	847003		744329		56.1	1394643		17646594	
1	847003		744803		57.8	4927		48651	
2	847003		744803		49.8	5482		51497	
3	847003		245287		49.5	5725		54940	
4	847003		245695		50.5	5725		57238	
5	847003		746895		58.4	6884		59803	
6	847003		746677		53.7	6558		61773	
7	847003		747211		53.8	6873		65167	
8	847003		747658		55.1	7091		67426	
9	847003		248053		59.4	7378		70514	
10	847003		748537		53.3	7676		74119	
11	847003		749039		56.9	7616		76034	
12	847003		749538		57.4	806		78184	
13	847003		749909		56.1	8416		80070	
14	847003		750433		57.5	8784		82069	
15	847003		750433		51.3	9053		84177	
16	847003		750433		39.3	9338		90693	
17	847003		750804		39.9	9338		92908	
18	847003		751306		41.5	9628		94951	
19	847003		751800		48.1	189471		91850	
20	847003		752168		49.2	189757	*	98688	
21	847003		752629		46.4	1390053		17200437	
22	847003		253060		48.1	6034		62268	
23	847003		753604		43.7	6570		68470	
24	847003		754027		44.6	6576		70767	
25	847003		754406		45.7	6822		73886	
26	847003		754927		48.3	1881		14694	
27	847003		755400		49.2	1341		17276	
28	847003		755873		51.1	1628		18877	
29	847003		756343		52.3	1884		21000	
30	847003		756793		53.7	2454		23523	
31	847003		757217		54.0	2730		25758	
TOTAL	0		1,888,800			80,870		791,640	
AVERAGE	0		41,575			2,600		25,500	

GREENVILLE WATER DISTRICT

OPERATIONS REPORT FOR THE MONTH OF AUGUST

20 17

FED ID# 1900028

WATER PLANT B

DATE	WELL# METER #	BK WASH METER #	RAW WATER IRON	WATER MANG	WELL# HARD	TREATED WATER IRON	WATER MANG	HARD	CL	ORTHO	PerMag	DAILY RESIDUALS		DISTRIBUTION READING	WTPB NOTES
												ENTERING	LEAVING		
	201016	7918												81862	
1	20164	7918										-	0.95	81958	9:00am 0.86 in 1.38 out 2.45 pm
2	203469	7918										0.39	1.17	82056	1:45 pm
3	204461	7918										2.20	0.99	82197	2:30 PM
4	205171	7933										2.20	1.00	82250	10:35 AM
5	206751	7933										0.89	0.70	82396	5:00 PM
6	207389	7933										0.54	0.89	82454	12:45 pm
7	208671	7933	.01	.072	200	.00	.016	260				0.26	0.68	82575	4:05 PM
8	209627	7933										0.68	1.07	82662	3:00 PM
9	210203	7933										2.20	0.73	82716	10:20 AM
10	211358	7933										0.83	1.11	82820	12:00
11	212607	7949								55	1/2	0.27	0.87	82937	2:35 PM
12	213781	7949										1.01	1.07	83044	4:30 PM
13	214313	7949										1.74	1.02	83101	12:00
14	215691	7949	.01	.069	200	.00	.012	200				0.50	1.18	83220	3:00 PM
15	216716	7949										0.55	0.90	83314	3:00 PM
16	217796	7949										0.25	0.81	83414	4:00 PM
17	218408	7949										0.70	0.86	83458	11:00 AM
18	219727	7949										0.58	0.74	83591	3:00 PM
19	221099	7965										0.40	0.35	83718	5:30 PM
20	221591	7965										1.15	0.54	83764	12:00 PM
21	222549	7965	.00	.075	200	.00	.015	200				0.72	0.68	83853	11:30 AM
22	223989	7965										0.62	0.76	83987	4:30 PM
23	225051	7965										0.90	0.69	84084	5:00 PM
24	225462	7965										1.87	0.71	84115	9:15 PM
25	226420	7965										2.20	0.66	84205	9:00 AM
26	227604	7965										2.10	1.22	84314	11:00 AM
27	228683	7965										1.05	1.31	84414	11:30 AM
28	229493	7965	.01	.062	200	.00	.008	200				0.38	1.03	84492	9:30 AM
29	230744	7978										0.36	0.96	84604	12:00 PM
30	231907	7978										1.26	0.80	84713	2:00 PM
31	232879	7978										0.47	0.72	84800	7:00 PM
TOTAL															
AVG															

245 pm

**Adirondack Environmental Services, Inc**

Date: 31-Aug-17

**CLIENT:** Greenville, Town of  
**Project:** Town Water  
 Greenville, NY

**LabWork Order:** 170828022  
**PO#:**

**Lab SampleID:** 170828022-001  
**Client Sample ID:** Dunkin Dougn

**Collection Date:** 8/28/2017 11:15:00 AM  
**Matrix:** DRINKING WATER

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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**TOTAL COLIFORM, MF - SM 9222B**

Analyst: 10350

Total Coliform	< 1	1		CFU/100ml	1	8/28/2017 4:00:00 PM
Escherichia coli	Negative	0			1	8/28/2017 4:00:00 PM

**Lab SampleID:** 170828022-002  
**Client Sample ID:** Subway

**Collection Date:** 8/28/2017 11:25:00 AM  
**Matrix:** DRINKING WATER

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
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**TOTAL COLIFORM, MF - SM 9222B**

Analyst: 10350

Total Coliform	< 1	1		CFU/100ml	1	8/28/2017 4:00:00 PM
Escherichia coli	Negative	0			1	8/28/2017 4:00:00 PM

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
DISCHARGE MONITORING REPORT (DMR)

Form Approved  
OMB No. 2040-0004

PERMITTEE NAME/ADDRESS (include Facility Name/Location if

NAME: GREENVILLE (T)

ADDRESS: TOWN HALL, PO BOX 38  
GREENVILLE, NY 12083

FACILITY: GREENVILLE (T) WTP

LOCATION: RTE 32 & WICKES LANE  
GREENVILLE, NY 12083

ATTN: LEROY BEAR, WATER SUPT

NY0261416  
PERMIT NUMBER

001-M  
DISCHARGE NUMBER

MONITORING PERIOD  
MM/DD/YYYY  
8/1/2017

MM/DD/YYYY  
8/31/2017

DMR Mailing ZIP CODE: 12083

MINOR (SUBR 04)

WATER TREAT. SYSTEM BACKWASH  
External Outfall

No Discharge

PARAMETER	SAMPLE MEASUREMENT	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		VALUE	UNITS	VALUE	UNITS	VALUE	UNITS			
Temperature, water deg. Fahrenheit	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****			
00011 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	90	DAILY MX	GRAB
Flow rate	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****	*****	
00056 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	*****	DAILY AV	INSTAN
pH	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****	*****	
00400 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	6.5 MINIMUM	*****	GRAB
Solids, total suspended	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****	*****	
00530 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	20 DAILY AV	*****	COMPOS
Solids, settleable	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****	*****	
00545 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	.1 DAILY MX	*****	GRAB
Iron, total [as Fe]	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****	*****	
01045 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	.6 DAILY MX	*****	GRAB
Manganese, total [as Mn]	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****	*****	*****	*****	
01055 1 0 Effluent Gross	PERMIT REQUIREMENT	*****	*****	*****	*****	*****	*****	*****	*****	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: *Paul Macko*

PERMIT NUMBER: NY0261416

DISCHARGE NUMBER: 001-M

MONITORING PERIOD: 8/1/2017 - 8/31/2017

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT: *Paul Leroy Bear*

TELEPHONE: 518-966-5055

DATE: 09/08/2017

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)  
TSS COMPOSITE SHALL CONSIST OF A MINIMUM OF 3 GRAB SAMPLES; 1 EACH AT THE BEGINNING, MIDDLE AND END OF DISCHARGE. ANNUAL ZINC REQUIREMENTS WILL BE SENT WITH JANUARY'S DMR.

Town of Greenville

P.O. Box 38

Greenville, NY 12083

518-966-5055

FAX: 518-966-4108

158-8034

Fax Cover Sheet

Name: TAL RAPPLEYEA, Esq.

Fax number: 518-758-8038

Phone:

From: PAUL MACKO, SUPERVISOR

Date: 9-11-17

Pages, including cover page: 9

Urgent  Reply ASAP  Please Comment  For Your Records

Comments:

TAL

TOTAL Remaining balance  
to be bonded. Call me  
THANKS  
PAUL

58,877 - 2006 Peterbilt

45,984 - 2007 INTERNATIONAL

86,390.70 - 2009 Peterbilt

191,251.70 | TOTAL

58,877.<sup>00</sup>

<sup>2006</sup>  
Petebilt

Petebilt of  
Rhode Island

MOTOR VEHICLE CASH PURCHASE AGREEMENT

PETERBILT OF RHODE ISLAND

A DIVISION OF PETERBILT OF CT., Inc. 11 Industrial Lane JOHNSTON, RHODE ISLAND 02919 Phone: (401) 351-0900 Fax: (401) 351-0904 www.peterbiltofri.com



DATE 8/31/17 ORDER No. STOCK No. SALES REPRESENTATIVE MJB PURCHASER'S NAME(S) TOWN OF Greenville ADDRESS 1159 SR 32 CITY Greenville NY ZIP CODE 02033 TELEPHONE NUMBERS HOME BUSINESS QUANTITY 1 NEW [ ] FORMER USE [ ] DEMONSTRATOR [ ] POLICE CAR [ ] USED [ ] (if applicable) FORMER LEASED CAR [ ] TAXICAB [ ] FORMER DAILY RENTAL [ ] Year 06 Make PB Model 337 Body Type Dump Model No. Odometer 59,272 Cyl. 6 Pass. 2 Doors 2 Vehicle Identification No. 2NPLHD02X26M630316 Color 1st 2nd 3rd Rep Black Interior 1st 2nd 3rd Grey Top Expected Delivery Date In Stock TRADE-IN Year Make REGISTRATION AND TITLE INFORMATION Price of Unit \$65,000 00 Model Type Color DATE OF BIRTH OPERATOR'S LICENSE NO. V.I.N. NO DAY YEAR Odometer (mi) [ ] [ ] [ ] I CERTIFY THIS ODOMETER READING TO BE CORRECT. X SOC. SEC. NO. Additional Equipment/Items Sand Blast Frame 2,500 00 Replace Cab Panel LH 1,250 00 Repair Engine Oil Leak N/A Fuel Service N/A 2-Run Rims Alkamon N/A TRANSMISSION [ ] Standard (Speeds) [ ] Auto [ ] NO DAY YEAR CITY/TOWN WHERE VEHICLE GARAGED BROWER'S PRIVILEGE TO REGISTER OR OPERATE A VEHICLE SUSPENDED IN ANY STATE OR JURISDICTION? [ ] NO [ ] YES TEMPORARY PLATES - REGISTRATION NO. NOTE: CUSTOMER IS RESPONSIBLE FOR APPLYING HIS INSURANCE TO VEHICLE WITH TEMPORARY PLATES. VEHICLES WITH TEMPORARY PLATES ARE NOT COVERED BY DEALER'S INSURANCE. LIENHOLDER Address City/State/Zip Acct. No. Check No. Release Date Additional Information-Vehicle Purchased LIENHOLDER Address City/State/Zip INSURANCE CO. [ ] Yes [ ] No [ ] Coll. [ ] Lib. Agent/Branch Address/City In the event I fail to provide within ten (10) working days an approval letter from my lending institution for the amount to be financed, I agree to have my deposit refunded and the truck made available for sale. Purchaser's Initials in the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of \$10,000 may, at your option, be retained by you to compensate you in whole or in part for any losses sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damage sustained by you, you will promptly refund the difference to me. Purchaser's Initials IF THIS CONTRACT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. TERMS OF WARRANTY [ ] MANUFACTURER'S WARRANTY (See Other Side For Details) [ ] OTHER WARRANTY [X] NO WARRANTY THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE. Purchaser's Initials ATTENTION PURCHASER: RHODE ISLAND LAW REQUIRES THAT ALL MOTOR VEHICLES SOLD AT RETAIL MUST BE IN SUCH CONDITION AS TO PASS A STATE SAFETY INSPECTION AT THE TIME OF SALE SO AS TO PROTECT CONSUMER. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. X PURCHASER'S SIGNATURE M. B. [Signature] X DEALER'S SIGNATURE M. B. [Signature] AUTHORIZED DEALER REPRESENTATIVE

1 1 1  
45,984.00

2007  
INTERNATIONAL

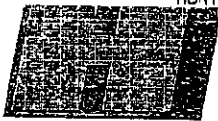
86,390.70

2,009  
Petebiltt

132,374.70

Hunter buffalo  
Petebiltt





**HUNTER**  
TRUCKS • PARTS • SERVICE  
SINCE 1938

The Hunter Family of Companies  
[www.HunterTruckSales.com](http://www.HunterTruckSales.com)

September 1, 2017

**Greenville Highway Department**  
11159 SR 32  
Greenville, NY 12083

To Whom It May Concern,

For a total amount of \$172,374.70 Hunter Buffalo Peterbilt is prepared to sell the two pre-owned trucks listed below:

- 2009 Peterbilt 367 Plow Truck, VIN: 1NPTL00X09N771925
- 2007 International 7600 Plow Truck, VIN: 1HTWZAHR07J463658

Upon completion of work and approval by Greenville Highway Department, Hunter Buffalo Peterbilt will pay the following vendors:

- Hunter Buffalo Peterbilt Parts Department: \$3,580.00 for new aluminum rims
- Goodyear Commercial Tire: \$3,502.00 for tires and mounting
- RM Lill, Inc.: \$13,360.00 for sandblasting and epoxy coating
- Zwack, Inc.: \$5,635.70 for plow repairs
- Viking Cives Corp.: \$3,097.00 for plow repairs

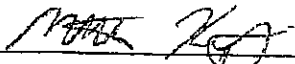

As of September 1, 2017 Greenville Highway Department has paid \$40,000.00. The remaining balance is \$132,374.70.

Sincerely,

**Matthew Kersting**  
Truck Sales Representative

**Albert Forster**  
Sales Manager

**Hunter Buffalo Peterbilt**  
2370 Walden Ave.  
Buffalo, NY 14225  
(716) 684-0010

  
\_\_\_\_\_  
  
\_\_\_\_\_



Hunter Buffalo Peterbilt | 2370 Walden Avenue | Buffalo, NY 14225  
PHONE: 716-684-0010 FAX: 716-684-0181 TOLL FREE: 800-400-9537



# Hunter Keystone Peterbilt, L.P. dba Hunter Buffalo Peterbilt

2370 Walden Avenue  
Buffalo, NY 14225  
www.huntertrucksales.com

Phone: (716) 684-0010  
Toll Free: (800) 400-9537  
Fax: (716) 684-0181

Date 09/01/2017

Salesman Matt Kersting

Order for new and used vehicle(s) and attachments

Facility #: 7105646

Purchaser Greenville Highway Department

Address 1159 SR 02

City, State, Zip Greenville NY 12083

Phone 518-986-8160

Cell Ph (518) 424-0229

Country United States

County

Co-Purchaser

Address

City, State, Zip

Phone

Cell Ph

Country

County

Stock #	Year	NU	Make	Model	Serial or Identification #	Body Type	Price
J463658	2007	Used	International	7600	1HTWZAH07J463658	Dump/Plow	\$65,909.00

Service Contract Description	Price	Service Contract Description	Price

### Additional Accessories / Terms of Deal

Truck price: \$64,900.00  
 Vldng Cives Corp.: \$3,097.00  
 Goodyear Commercial Tira: \$160.00  
 (12) New aluminum rims: \$2,212.00  
 RM Lill, Inc.: \$5,620.00  
 Repair or replace front engine PTO shaft: \$0.00

1. Unit Price	\$65,909.00
2. Service Contract Price	\$0.00
3.	\$0.00
4. Sales Tax %	Sales Tax Amt \$0.00
5. Tire Tax Rate \$1.00	Tire Tax Amt \$0.00
6. Price Plus Tax (Total 1,2,3,4 & 5)	\$65,909.00
7. A. Documentary Fee	\$75.00
B. Title Fee	units*amt
C. Lien Fee	units*amt
D. Registration Fee	units*amt
E. Temp Reg Plate	units*amt
F. Duplicate Fee	units*amt
G. Transfer Fee	units*amt
H. Increase Fee	units*amt
I. Replaces Fee	units*amt
J. TA Fee	units*amt
K. Online Reg Fee	units*amt
L. County Fee	units*amt
Total Other Charges	\$75.00

Number of Tires:	Tire Credit	\$0.00
Trade-In Information		
Year	Make	Model
MV or Serial No		
Balance Owed To		
Address		
Trade-in Allowance		
Balance Owed on Trade-in		
Net Allowance on Trade-in		\$0.00

**Factory Warranty:** The manufacturer's warranty constitutes all of the warranties with respect to the sale of this vehicle(s). The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes or authorizes any other person to assume for it any liability in connection with the sales of this item/items.

**Service Contract:** Vehicle(s) is covered by a limited service contract detailed on a separate document. You may obtain a full copy of any applicable service contract from us.

Purchaser's Initials: \_\_\_\_\_

8. Price + Fees (Total of 6 & 7)	\$65,984.00
9. A. Trade-In (Net Allowance)	\$0.00
B. Deposit	\$20,000.00
C. Cash Due at Delivery	
Total Down Payment	\$20,000.00
10. Unpaid Balance (Difference of 8 & 9)	\$45,984.00

If the purchaser cancels this purchase agreement or refuses to take delivery (transaction fully funded, trade-in(s) received) of the above vehicle(s) within 10 days of being notified the vehicle(s) is ready, except as permitted by law, the purchaser shall, at our option, forfeit as initial liquidated damages the amount of \_\_\_\_\_ and forfeits all rights to purchase the vehicle(s) under this agreement. This forfeited amount could be in addition to other liquidated damages permitted to be charged under this purchase agreement.

Purchaser's Initials: \_\_\_\_\_ \* Est. Delivery Date: \_\_\_\_\_

\* Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

Purchaser agrees that this contract, including the ADDITIONAL PROVISIONS PRINTED ON SECOND PAGE, which he has read and to which he agrees, contains the entire agreement relating to the sale of said property. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.

**NOTICE TO PURCHASER:** Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge.

**NOTE:** This order is subject to the written acceptance of dealer management to which it is addressed. Purchaser's deposit will be returned if not accepted.

Hunter Keystone Peterbilt, L.P. dba Hunter Buffalo Peterbilt  
 ACCEPTED  
 BY \_\_\_\_\_ DATE \_\_\_\_\_

PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_  
 CO-PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_

Purchaser acknowledges receipt of an exact, signed copy of this contract.

ADDITIONAL PROVISIONS

The title to all property ordered and furnished hereunder shall remain in the seller until the full purchase price and all notes given therefore have been paid in full in cash, and nothing herein shall release the purchaser from paying therefor, and after delivery to the purchaser said property shall be held and used at his risk and expense with respect to loss or damages and taxes and charges of every kind.

Seller specifically reserves the right to withdraw, at any time prior to delivery, any extension of credit proposed herein, in the event there is a change in the credit worthiness of the purchaser which, in the good faith judgment of the seller, would impair the prospect of payment or performance of any other obligation required of the purchaser.

The purchaser agrees to reimburse the seller for any and all sales, use or excise taxes, whether imposed by federal, state, or local laws, which the seller may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of any property delivered under this contract.

If seller retains or is to retain a security interest to secure payment of the Total of Payments, at all times until the indebtedness contained herein shall have been paid in full, physical damage insurance shall be maintained in effect on the property secured hereunder in the amount and to the extent as may be specified by seller. In the event purchaser provides such insurance, purchaser specifically covenants to name the holder hereof as loss payee as its interests may appear. If any such insurance by whomsoever placed is canceled, purchaser shall immediately provide new insurance to replace such insurance, purchaser shall cause to be delivered to holder, evidence satisfactory to holder that insurance satisfactory to holder is in effect and purchaser's failure in this respect shall entitle holder, at its election, either to procure such insurance and charge same to purchaser, or to treat such failure as a breach of condition of this contract. Any amount so paid by the holder shall become a part of the indebtedness secured hereunder.

\* The seller is not to be responsible for loss, damage or delays in transportation after shipment, nor for failure to supply any property ordered hereunder or to ship the same on time where prevented by strikes, fires or accidents or by the demand exceeding the available supply or by any other causes beyond its reasonable control; and acceptance of said property shall be deemed a waiver of all claims for delays arising from any cause. In case the purchaser refuses to receive and make settlement for said property as herein provided, the seller may retain as liquidated damages all monies or property paid on account of said property, and in such case any trace-in property taken by the seller in part payment shall be accounted for at the price at which resold, less expense of reconditioning, handling and selling.

Seller may change the cash delivered price of the vehicle before it is delivered to purchaser. Seller may only do this if the increase is due to passage of a law or regulation of the United States or the Commonwealth which requires the addition of new equipment to a certain vehicle, changes transportation costs or existing tax rates, or in the case of foreign-made vehicles, is due to a revaluation of the United States dollar vis-à-vis the currency of the country of manufacture. If such cash delivered price is increased by seller, purchaser may cancel this Order.

The trade-in allowance set forth herein is based upon an appraisal by the seller of the trade-in described in this order in its present mechanical condition and with the equipment and attachments thereon as set forth upon seller's appraisal sheet and free of all liens except as stated herein. Where the vehicle has suffered damage or serious mechanical deterioration since the date of the valuation, but prior to its delivery to the seller, or unless parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior quality, the trade-in allowance set forth herein shall be changed to such reappraisal value and the difference between the trade-in allowance set forth herein and the reappraisal value shall be paid in cash by the purchaser at the time the new vehicle or vehicles covered by this order is or are delivered to the purchaser. If the purchaser is dissatisfied with such reappraisal he shall have the option of canceling this order. If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

The purchaser agrees to accept the property covered by this order, as fulfillment thereof, with such changes in design and materials, or either of them, that the manufacturer may make because of government priorities, shortages of materials or other causes beyond the manufacturer's reasonable control.

Each NEW motor vehicle and its equipment identified as "Peterbilt" covered by this order is sold subject to the regular warranty of Peterbilt Motors Company.

Seller will pay under this warranty 0.00 % of parts and labor charges.

The duration of this warranty is for 0 Months from date of delivery or 0 miles, whichever occurs first.

If the purchaser has any questions regarding this warranty coverage or procedures, please contact Hunter Keystone Peterbilt at the following number (800) 400-9637

The obligation of the seller under this used equipment warranty is limited to repairing or replacing, as the seller may elect, any part or parts of such components as are covered above and that prove, in the seller's judgment, to be defective so as to impair the normal operating condition of the machine within the time period, and subject to the coverage, as above described. In order for this warranty to apply, the service must be performed at the seller's place of business.

This warranty shall not apply (1) to normal maintenance services or adjustments, including but not limited to, fuel system cleaning, engine tune-up, brake inspection or adjustment, nor to the replacement of spark plugs, ignition points, condensers or filters when such replacements are made as part of any normal maintenance service; nor (2) to any machine which shall have been repaired or altered by someone other than the seller so as, in the seller's judgment, to have affected the machine's stability or reliability; nor (3) to any machine which has been subject to misuse, negligence, or accident, or operated at a speed exceeding the factory rated speed; nor (4) in any event to tires, tubes, or batteries.

THIS WARRANTY AND THE SELLER'S OBLIGATION THEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE PURCHASER, AND ALL OTHER OBLIGATIONS OF LIABILITIES, INCLUDING LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE SELLER. No person is authorized to give any other warranty or to assume any other liability on the seller's behalf.

This warranty gives you specific legal rights, and you may also have other rights under state law.

This warranty is for the sole benefit of the purchaser whose signature appears on this order, and no other.

NOTE: Seller must sign to be valid

PURCHASER



# Hunter Keystone Peterbilt, L.P. dba Hunter Buffalo Peterbilt

2370 Walden Avenue  
Buffalo, NY 14225  
www.huntertrucksales.com

Phone: (716) 684-0010  
Toll Free: (800) 400-9537  
Fax: (716) 684-0181

Date 09/01/2017  
Salesman Matt Kersting

Order for new and used vehicle(s) and attachments Facility #: 7105546

Purchaser Greenville Highway Department  
Address 11159 SR 32  
City, State, Zip Greenville NY 12083  
Phone 518-986-8180 Cell Ph (518) 424-0229  
Country United States County

Co-Purchaser  
Address  
City, State, Zip  
Phone Cell Ph  
Country County

Stock #	Year	N/U	Make	Model	Serial or identification #	Body Type	Price
N771925	2009	Used	Peterbilt	367	1NPTL00X09N771925	Dump/Plow	\$109,315.70

Service Contract Description	Price	Service Contract Description	Price

**Additional Accessories / Terms of Deal**

Truck price: \$89,900  
 (B) New aluminum rims: \$1,368.00  
 Goodyear Commercial Tires: \$3,322.00  
 RM Lill Inc.: \$7,840.00  
 Zwaak Inc.: \$5,635.70  
 Hunter Peterbilt discount/plow repairs: -\$1,750.00  
 Repair or replace front engine PTO shaft: \$0.00

Number of Tires: \_\_\_\_\_ Tire Credit: \$0.00

**Trade-In Information**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 MV or Serial No \_\_\_\_\_  
 Balance Owed To \_\_\_\_\_  
 Address \_\_\_\_\_  
 Trade-In Allowance \_\_\_\_\_  
 Balance Owed on Trade-In \_\_\_\_\_  
 Net Allowance on Trade-In: \$0.00

1. Unit Price	\$106,315.70
2. Service Contract Price	\$0.00
3.	\$0.00
4. Sales Tax %	Sales Tax Amt \$0.00
5. Tire Tax Rate \$1.00	Tire Tax Amt \$0.00
6. Price Plus Tax (Total 1,2,3,4 & 5)	\$106,315.70
7. A. Documentary Fee	\$75.00
B. Title Fee	units*amt
C. Lien Fee	units*amt
D. Registration Fee	units*amt
E. Temp Reg Plate	units*amt
F. Duplicate Fee	units*amt
G. Transfer Fee	units*amt
H. Increase Fee	units*amt
I. Replace Fee	units*amt
J. TA Fee	units*amt
K. Online Reg Fee	units*amt
L. County Fee	units*amt
<b>Total Other Charges</b>	\$75.00
8. Price + Fees (Total of 6 & 7)	\$106,390.70
9. A. Trade-In (Net Allowance)	\$0.00
B. Deposit	\$20,000.00
C. Cash Due at Delivery	
<b>Total Down Payment</b>	\$20,000.00
10. Unpaid Balance (Difference of 8 & 9)	\$86,390.70

**Factory Warranty:** The manufacturer's warranty constitutes all of the warranties with respect to the sale of this vehicle(s). The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes or authorizes any other person to assume for it any liability in connection with the sales of this item/items.

**Service Contract:** Vehicle(s) is covered by a limited service contract detailed on a separate document. You may obtain a full copy of any applicable service contract from us.

Purchaser's initials: \_\_\_\_\_

If the purchaser cancels this purchase agreement or refuses to take delivery (transaction fully funded, trade-in(s) received; of the above vehicle(s) within 10 days of being notified the vehicle(s) is ready, except as permitted by law, the purchaser shall, at our option, forfeit as initial liquidated damages the amount of \_\_\_\_\_ and forfeits all rights to purchase the vehicle(s) under this agreement. This forfeited amount could be in addition to other liquidated damages permitted to be charged under this purchase agreement.


Purchaser's Initials: \_\_\_\_\_ \* Est. Delivery Date: \_\_\_\_\_

\* Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE. The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

Purchaser agrees that this contract, including the ADDITIONAL PROVISIONS PRINTED ON SECOND PAGE, which he has read and to which he agrees, contains the entire agreement relating to the sale of said property. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.

**NOTICE TO PURCHASER:** Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge.

**NOTE:** This order is subject to the written acceptance of dealer management to which it is addressed. Purchaser's deposit will be returned if not accepted.

Hunter Keystone Peterbilt, L.P. dba Hunter Buffalo Peterbilt  
 ACCEPTED  
 BY  DATE \_\_\_\_\_

PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_

Purchaser acknowledges receipt of an exact, signed copy of this contract.

CO-PURCHASER \_\_\_\_\_ TITLE \_\_\_\_\_

## ADDITIONAL PROVISIONS

The title to all property ordered and furnished hereunder shall remain in the seller until the full purchase price and all notes given therefore have been paid in full in cash, and nothing herein shall release the purchaser from paying therefor, and after delivery to the purchaser said property shall be held and used at his risk and expense with respect to loss or damages and taxes and charges of every kind.

Seller specifically reserves the right to withdraw, at any time prior to delivery, any extension of credit proposed herein, in the event there is a change in the credit worthiness of the purchaser which, in the good faith judgment of the seller, would impair the prospect of payment or performance of any other obligation required of the purchaser.

The purchaser agrees to reimburse the seller for any and all sales, use or excise taxes, whether imposed by federal, state, or local laws, which the seller may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of any property delivered under this contract.

If seller retains or is to retain a security interest to secure payment of the Total of Payments, at all times until the indebtedness contained herein shall have been paid in full, physical damage insurance shall be maintained in effect on the property secured hereunder in the amount and to the extent as may be specified by seller. In the event purchaser provides such insurance, purchaser specifically covenants to name the holder hereof as loss payee as its interests may appear. If any such insurance by whomsoever placed is cancelled, purchaser shall immediately provide new insurance to replace such insurance. purchaser shall cause to be delivered to holder, evidence satisfactory to holder that insurance satisfactory to holder is in effect and purchaser's failure in this respect shall entitle holder, at its election, either to procure such insurance and charge same to purchaser, or to treat such failures as a breach of condition of this contract. Any amount so paid by the holder shall become a part of the indebtedness secured hereunder.

\* The seller is not to be responsible for loss, damage or delays in transportation after shipment, nor for failure to supply any property ordered hereunder or to ship the same on time where prevented by strikes, fires or accidents or by the demand exceeding the available supply or by any other causes beyond its reasonable control; and acceptance of said property shall be deemed a waiver of all claims for delays arising from any cause. In case the purchaser refuses to receive and make settlement for said property as herein provided, the seller may retain as liquidated damages all moneys or property paid on account of said property, and in such case any trade-in property taken by the seller in part payment shall be accounted for at the price at which resold, less expense of reconditioning, handling and selling.

Seller may change the cash delivered price of the vehicle before it is delivered to purchaser. Seller may only do this if the increase is due to passage of a law or regulation of the United States or the Commonwealth which requires the addition of new equipment to a certain vehicle, changes transportation costs or existing tax rates, or in the case of foreign-made vehicles, is due to a revaluation of the United States dollar vis-à-vis the currency of the country of manufacture. If such cash delivered price is increased by seller, purchaser may cancel this Order.

The trade-in allowance set forth herein is based upon an appraisal by the seller of the trade-in described in this order in its present mechanical condition and with the equipment and attachments thereon as set forth upon seller's appraisal sheet and free of all liens except as stated herein. Where the vehicle has suffered damage or serious mechanical deterioration since the date of the valuation, but prior to its delivery to the seller, or unless parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior quality, the trade-in allowance set forth herein shall be changed to such reappraisal value and the difference between the trade-in allowance set forth herein and the reappraisal value shall be paid in cash by the purchaser at the time the new vehicle or vehicles covered by this order is or are delivered to the purchaser. If the purchaser is dissatisfied with such reappraisal he shall have the option of cancelling this order. If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

The purchaser agrees to accept the property covered by this order, as fulfillment thereof, with such changes in design and materials, or either of them, that the manufacturer may make because of government priorities, shortages of materials or other causes beyond the manufacturer's reasonable control.

Each NEW motor vehicle and its equipment identified as "Peterbilt" covered by this order is sold subject to the regular warranty of Peterbilt Motors Company.

Seller will pay under this warranty 0.00 % of parts and labor charges.

The duration of this warranty is for 0 Months from date of delivery or 0 miles, whichever occurs first.

If the purchaser has any questions regarding this warranty coverage or procedures, please contact Hunter Keystone Peterbilt at the following number (800) 400-9537.

The obligation of the seller under this used equipment warranty is limited to repairing or replacing, as the seller may elect, any part or parts of such components as are covered above and that prove, in the seller's judgment, to be defective so as to impair the normal operating condition of the machine within the time period, and subject to the coverage, as above described. In order for this warranty to apply, the service must be performed at the seller's place of business.

This warranty shall not apply (1) to normal maintenance services or adjustments, including but not limited to, fuel system cleaning, engine tune-up, brake inspection or adjustment, nor to the replacement of spark plugs, ignition points, condensers or filters when such replacements are made as part of any normal maintenance service; nor (2) to any machine which shall have been repaired or altered by someone other than the seller so as, in the seller's judgment, to have affected the machine's stability or reliability; nor (3) to any machine which has been subject to misuse, negligence, or accident, or operated at a speed exceeding the factory rated speed; nor (4) in any event to fires, tubes, or batteries.

THIS WARRANTY AND THE SELLER'S OBLIGATION THEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE PURCHASER, AND ALL OTHER OBLIGATIONS OF LIABILITIES, INCLUDING LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE SELLER. No person is authorized to give any other warranty or to assume any other liability on the seller's behalf.

This warranty gives you specific legal rights, and you may also have other rights under state law.

This warranty is for the sole benefit of the purchaser whose signature appears on this order, and no other.

NOTE: Seller must sign to be valid

PURCHASER

TRANSMISSION VERIFICATION REPORT

TIME : 09/11/2017 13:27

DATE, TIME	09/11 13:23
FAX NO./NAME	5187588038
DURATION	00:04:15
PAGE(S)	09
RESULT	OK
MODE	STANDARD ECM

Account#	Account Description	Fee Description	Qty	Local Share
A 1255	MARRIAGE LIC.	MARRIAGE LICENSE FEE	2	15.00
			<b>Sub-Total:</b>	<b>\$15.00</b>
A 2130	MISC. FEES	Recycling	12	2,722.00
			<b>Sub-Total:</b>	<b>\$2,722.00</b>
A 2555	PERMIT FEES	Building	6	708.00
			<b>Sub-Total:</b>	<b>\$708.00</b>
A1255	Conservation	Conservation	20	122.49
			<b>Sub-Total:</b>	<b>\$122.49</b>
A1603	Registrar Fees	Certified Copies	40	400.00
			<b>Sub-Total:</b>	<b>\$400.00</b>
A2544	Dog Licensing	Female, Spayed	31	279.00
		Female, Unspayed	5	85.00
		Male, Neutered	21	189.00
		Male, Unneutered	6	102.00
		Purebred Licenses	1	50.00
		Replacement Tags	1	0.00
	Late Fee	Late Fee	3	75.00
	Seniors, 65 and older	Seniors, 65 and older	13	-39.00
			<b>Sub-Total:</b>	<b>\$741.00</b>
xyz	Enumeration Fee	Enumeration Fee	1	5.00
			<b>Sub-Total:</b>	<b>\$5.00</b>

**Total Local Shares Remitted: \$4,713.49**

Amount paid to: NYS Ag. & Markets for spay/neuter program \_\_\_\_\_ 101.00  
 Amount paid to: NYS Environmental Conservation \_\_\_\_\_ 2,149.51  
 Amount paid to: State Health Dept. for Marriage Licenses \_\_\_\_\_ 45.00

**Total State, County & Local Revenues: \$7,009.00**

**Total Non-Local Revenues: \$2,295.51**

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

Town Clerk

Date

 9-1-2017

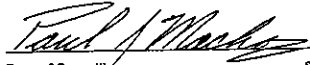
### MONTHLY STATEMENT OF SUPERVISOR

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 August, 2017

RECEIPTS	
SOURCE	AMOUNT RECEIVED
<b>General Fund</b>	
abstract #8	48899.05
payroll 30-33m	19782.03
employee benefits	8390.96
	-----
	\$77,072.04
<b>Highway Fund</b>	
abstract #8	13343.66
payroll 30-33	19455.99
employee benefits	8453.23
	-----
	\$41,252.88
<b>Library Fund</b>	
abstract #8	9090.88
payroll 30-33m	7214.77
employee benefits	1629.91
	-----
	\$17,935.56
<b>Water Fund</b>	
abstract #8	8545.31
payroll 30-33	2727.46
employee benefits	874.21
	-----
	\$12,139.98
<b>Sewer Fund</b>	
abstract #8	\$18,053.54
<b>TOTAL</b>	\$166,454.00

Dated: Aug 31, 2017

  
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 August, 2017

RECEIPTS	
SOURCE	AMOUNT RECEIVED
<b>General Fund</b>	
interest	6.81
misc. fees	2024.89
court fees	1770.00
clerk's deposit	5020.54
late taxes	18652.93
	-----
	\$27,565.17
<b>Highway Fund</b>	
interest	110.52
fuel reimbmt.	995.45
	-----
	\$1105.97
<b>Library Fund</b>	
interest	2.12
monthly deposit	1920.29
	-----
	\$1922.41
<b>Water Fund</b>	
interest	24.01
metered sales	1126.16
	-----
	\$1150.17
<b>Sewer Fund</b>	
interest	22.51
EFC	8302.18
	-----
	\$8324.69
<b>TOTAL</b>	\$40,068.41

Dated: Aug 31, 2017

  
Town of Greenville Supervisor



**From:** Coxsackie Supervisor <coxsackiesupervisor@statetel.com>

**To:** 'Linda Dunn' <ldunn@discovergreene.com>; 'Alan W. Higgins' <alan.trec@me.com>; 'Alan White' <supervisor@townofhalcott.org>; 'Annemarie Barkman' <abarkman@catskillcsd.org>; 'Anthony Taibi' <ataibi@cairodurham.org>; 'Dan Benoit' <supervisor@townofcairo.com>; 'Daryl Legg' <lhpoldian@townofhuntergov.com>; 'Doreen Davis' <ddavis@townofcatskillny.gov>; 'Dr. Susan Vickers' <svickers@htcschools.org>; 'Gladys Cruz' <gcruz@questar.org>; 'James Pellitteri' <supervisor@townofjewett.org>; 'John Berger' <supervisor@lexingtonny.com>; 'John Wiktorko' <jwiktorko@wajcs.org>; 'Kory O'Hara' <townsupervisor@gmail.com>; 'Lee McGunnigle' <mayor@tannersvillen.org>; 'Mark Evans' <mevans@statetel.com>; 'Nick Dellisanti' <ndellisanti@townofnewbaltimore.org>; 'Paul Macko' <pmackogrsuper@aol.com>; 'Peter Alberti' <palberti517@gmail.com>; 'Randall Squier' <squier@cacsd.org>; 'Richard E. Tompkins' <Rtompk6601@aol.com>; 'Robert Butler' <robertb@acolarusso.com>; 'Robert J. Pelham' <supervisor@townofwindhamny.com>; 'Tammy Sutherland' <sutherlandt@greenville.k12.ny.us>; 'Vincent J. Seeley' <vseeley@verizon.net>; 'Vincent Seeley' <vincent.seeley@outlook.com>; 'William A. Carr, Jr.' <wcarr724@gmail.com>

**Cc:** 'Gary Thorington' <highways@townofwindhamny.com>; 'John Bensen' <jbensen@myway.com>; 'Nikki Berezna' <mayor@villageofcoxsackie.com>; 'Paul Vosburgh' <pvosburgh@townofcatskillny.gov>; 'Richard F. Outtrim' <outtrimr@greenville.k12.ny.us>; 'Steve Miskell' <smiskell@catskillcsd.org>

**Subject:** RE: NEXT MEETING DATE

**Date:** Sat, Sep 9, 2017 12:57 pm

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Thank you. I shall be there.

Rick Hanse, Town of Coxsackie

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**From:** Linda Dunn [<mailto:ldunn@discovergreene.com>]

**Sent:** Friday, September 08, 2017 5:07 PM

**To:** Alan W. Higgins; Alan White; Annemarie Barkman; Anthony Taibi; Dan Benoit; Daryl Legg; Doreen Davis; Dr. Susan Vickers; Gladys Cruz; James Pellitteri; John Berger; John Wiktorko; Kory O'Hara; Lee McGunnigle; Mark Evans; Nick Dellisanti; Paul Macko; Peter Alberti; Randall Squier; Richard E. Tompkins; Richard Hanse; Robert Butler; Robert J. Pelham; Tammy Sutherland; Vincent J. Seeley; Vincent Seeley; William A. Carr, Jr.

**Cc:** Gary Thorington; John Bensen; Nikki Berezna; Paul Vosburgh; Richard F. Outtrim; Steve Miskell

**Subject:** RE: NEXT MEETING DATE

Please be advised that Mr. Groden has scheduled a meeting for the third Thursday of October: October 19<sup>th</sup>, 2017 at the Emergency Services Building, 25 Volunteer Drive, in Cairo, from 4:00 p.m. until 6:00 p.m.

The topic will be: review and commencing healthcare consortium.

Unfortunately, the multipurpose room is unavailable, so you will be meeting in Room 126.

Thank you,  
Linda

Linda S. Dunn  
Stenographer  
Greene County Legislature  
411 Main Street, Suite 408  
Catskill, New York 12414  
Tel.: (518) 719-3270



**PUBLIC HEARING**  
**GREENE COUNTY DEPARTMENT of HUMAN SERVICES**  
**2018 PLAN for SERVICES**

Thérèse McGee Ward, Executive Director of the Greene County Department of Human Services, announces a series of Public Hearings to review and comment on its service plan for the years 2016 through 2020. These meetings are not only of interest to senior citizens and their families, but also to community agencies and policy makers who have interest, questions or concerns about services in support of the elderly.

The public is invited and encouraged to attend. Our thanks to the municipalities or organizations listed for hosting these meetings.

The Schedule of Hearings is as follows:

**AGENDA:**

**Greeting & Introductions  
2016 – 2020 Plan**

**Question, Answer & Comment Period**

**MEETING DATES/LOCATIONS:**

**Monday, October 2                      12:30 p.m.  
Windham Town Hall, 371 NY-296, Hensonville**

**Wednesday, October 11              12:30 p.m.  
Acra Community Center, Old Rte. 23B, Acra**

**\* Monday, October 16                      7:00 p.m.  
Greenville Pioneer Hall, 11159 SR 32, Greenville**

**Thursday, October 26                  12:30 p.m.  
Tannersville Village Building, 1 Park Lane, Tannersville**

**ABSTRACT**  
**Annual Plan of Service for the Year 2016 - 2020**

The goal of the Greene County Department of Human Services is to ensure a network of supportive services to assist the County's senior residents maintain their dignity and independence.

The Department of Human Services is entering the updating phase of its Four Year Plan of Services for the period of April 1, 2016 through March 31, 2020. The Four Year Plan projects service needs for the future and sets appropriate goals to ensure that the needs of Greene County's older residents will continue to be addressed effectively and efficiently.

**Overview**

The Department of Human Services provides a network of distinct services designed to meet the needs of the more than 11,800 older residents of Greene County. These services are offered through a combination of subcontracted programs and direct services provided by the Department staff and volunteers. The Department operates from six locations situated throughout the county. They are Acra, Athens, Catskill (2), Coxsackie and Jewett.

The Department of Human Services consists of 35 full time, part time and per diem employees and over 200 active volunteers that provide services from five senior service centers and the Department's main office. A fleet of 7 vehicles is utilized for transportation of seniors, food and staff.

The Department of Human Services' main office is in Catskill. We provide information and assistance, legal services, caregiver support, energy assistance, entitlement and health insurance counseling, transportation and the operation of volunteer programs. An additional supportive service coordinated through the main office is transportation to medical appointments. Long term care services such as case management, homemaker/personal care services, home delivered meals; respite services, and personal emergency response systems provide necessary support to homebound older persons. Over 100 seniors per day enjoy a noon-time dinner at the 5 Senior Service Centers at which various social, health, recreational and educational activities are scheduled each month. Over 225 meals are prepared and delivered daily to the homes of homebound from these 5 locations

Over 1,400 senior citizens received one or more services from the Department of Human Services in 2016. In addition to the services provided to seniors, the Department targets services to the caregivers of seniors, i.e. family and friends who are caring for an older person. The Department also educates and assists people under 60 with information about long term care. This program is called NY Connects. NY Connects was given an infusion of funds, known as the NY Connects Expansion or Balancing Incentive Program (BIP). This expanded program creates a No Wrong Door approach to services for seniors and the disabled.

The Department's revenues are received from a variety of sources including federal and state grants, fund-raising and client contributions. There is no fee for any of our services if you are

Athens American Legion Post 187  
61, 2<sup>nd</sup> Street  
Athens, New York 12015  
26 July 2017

Dear Madame/Sir,

On Behalf of the American Legion Post 187, The Greene County Blue Star Mothers, and The On-Ti-Ora chapter of the Daughters of the American Revolution (NSDAR), we would like to invite you and your family and friends, to the Annual Flag Retirement Ritual Ceremony at the American Legion Post 187, in Athens NY, on October 14, 2017, at 9:30 AM.


This event is open to the public and will feature not only the organizations listed above but also the local Boy Scouts of America, The girl Scouts of America, Local Police, Fire, and Auxiliary Members. There will also be performances by the Children of Greene County.

A free lunch to all who attend after the ceremony. This will be a true community event for everyone.

If you have any questions, please contact On-Ti-Ora, NSDAR, Regent Sally Weston at [salweston49@hotmail.com](mailto:salweston49@hotmail.com)

Thank-you in advance for coming and supporting this community event. Please RSVP by 1 October 2017, so we can announce you and put your name in the program.

Sincerely,



Sally Weston  
Regent  
On-Ti-Ora Chapter NSDAR