

Town of Greenville
SCHEDULED TOWN BOARD MEETING AGENDA
June 20th, 2022
7:00 pm Town Board Meeting
This meeting will be held in person at Pioneer Hall.

7:00 pm Regular Monthly Meeting

Approval of minutes

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
- l) Greg Davis, District #4 County Legislator

NEW BUSINESS

- a) Details of Retainer, Roemer Wallens Gold & Mineaux
- b) UDIG-NY Profile Application, January 1, 2023
- c) Approve Change to 5.10 Personal Leave of Absence & Final Draft?, Final Draft Employee Handbook
- d) Turon Road Speed Limit Reduction (to 40mph), NYSDOT
- e) Town Procurement Policy Resolution, Amended Procurement Policy
- f) Greenville Recycling Facility Operations Discussion
- g) Resolution Solar Energy System Pilot Law, Greene County
- h) Resolution Standard Work Day, NYSLRS
- i) Greenville Pond Dredging Discussion
- j) Proposed Energy Efficiency Proposal, North Bard & Highway Garage
- k) Summer Concert Series
- l) Misc.

OPEN MEETING

Supervisors Report

Bill paying/audit of bills

OFFICIAL MEETING TIMES, ONCE MOVED UPON, CAN BE FOUND IN THE MINUTES, ON THE
OFFICIAL SIGNBOARD AT TOWN HALL AND POSTED IN THE OFFICIAL TOWN NEWSPAPER AS IS
REQUIRED BY TOWN LAW

Town of Greenville
TOWN BOARD MEETING
May 16th, 2022 7:00pm

Emailed to
Town Board
5/24/22

The regular monthly meeting of the Town Board of the Town of Greenville was held on Monday, May 16th, 2022, at 7:00 pm at Pioneer Hall. Supervisor Macko opened the meeting with the Pledge of Allegiance at 7:00 pm.

All members of the Board were present, as well as, Attorney Tal Rappleyea. Department Heads: Highway Superintendent Mike Dudley, Water Superintendent Leroy Bear, Planning Board Chair/Town Historian Donald Teator were present. Additionally, District #4 Legislator Greg Davis and Travis Smigel of Delaware Engineering were present along with 10 other guests.

Meeting minutes from: special meeting Public Hearing re: Solar Law Changes held on April 18th, 2022 at 6:30 pm and monthly Town Board meeting held on April 18th, 2022 at 7:00 pm. *Councilman Bensen motioned to approve the meeting minutes, seconded by Councilman Rauf. Carried 5 ayes.*

Solar Law – *After receiving no suggestions for change from the County Planning Board Councilman Rauf motioned, seconded by Councilman Bensen to approve and adopt the amended Solar Law (Local Law #2 of 2022) as it is. Carried 5 ayes*

Old Business

Monthly department reports were given for Highway, Building and Grounds, Code Enforcement, Sewer, Water, Recycling, Assessor, Planning Board and Beautification Committee.

Discussion Points:

Building and Grounds – Supervisor Macko reported that the maintenance crew has been working on mowing and has addressed some mowing at the cemeteries. We are still seeking part-time help and haven't received any interest thus far.

Highway – Highway Superintendent reported that the highway department has been doing lots of sweeping and updating signage. He also mentioned that he would like to put together a budget to bring all signs up to regulation. Councilman Bear mentioned that the Town used to receive signs from the County. Superintendent Dudley is going to look in to this in hopes to save the Town some money. The cost of blacktop is up. Bids will be discussed later in this meeting.

Code Enforcement – CEO Mark Overbaugh wasn't able to make this meeting so Supervisor Macko read off his permit reports that were submitted.

Sewer – Supervisor Macko reported that the sewer was running well and that the cupola will be going up on the waste water treatment plant soon.

Water – Water Superintendent Leroy Bear reported that the plant is in good shape and running well. He has been working with Delaware Engineering on the Water project.

Town of Greenville

TOWN BOARD MEETING

May 16th, 2022 7:00pm

Recycling – Supervisor Macko reported that the Recycling Center was running fine. He mentioned wanted to hire someone to do Saturdays from 8-3:30 to help free up Dennis' schedule since mowing season is upon us.

Assessor – Sole Assessor Gordon Bennett was not able to attend this meeting, Supervisor Macko read off the report he submitted. Assessment notices were mailed out if there were any changes to a property owner's assessment. Grievance Day will be on May 31st, 2022. The BAR will meet from 4:00-8:00pm

Planning Board – Planning Board Chair Don Teator reported that a Public Hearing was held regarding Over Yondr and the event was reviewed and approved. There were no items on the agenda for May so the PB meeting was canceled.

Beautification—Will Bardel reported that there was a great turn out for clean-up day in the park—garbage was picked up and wood chips were spread on the walking trails. Community Partners is wrapping up the event plans for Greenville Day and once that is complete it will be submitted to the Board for review.

District #4 County Legislator—Greg Davis reported that Covid numbers have been steady for the past 3 weeks. The school budget vote is tomorrow and Legislator Davis reported that at a recent County meeting it was mentioned that Greenville CSD had the highest budget in the County.

New Business

Advertise For Blacktop Bids, 2022 Paving Season – Highway Superintendent submitted bid requests for Blacktop in Place (3 US tons, type 6-12.5mm), to be published in the Catskill Daily Mail on May 21st & 24th, 2022. *Councilman Rauf motioned, seconded by Councilman Bear to advertise for the Blacktop in Place bids as presented, to be opened on June 6th, 2022. Carried 5 ayes*

Special Meetings – *Councilman Rauf motioned, seconded by Councilman Bensen to schedule a special meeting to open Blacktop in Place bids on June 6th, 2022; immediately following there will be a special meeting held to review the final draft of the employee handbook. Carried 5 ayes*

Update Town Computers to Office 2019 – Edmunds Govtech sent recommendations over to update Town computers to Microsoft Office 2019 in September of 2021 (to work into 2022 budget) as most of them are running on the 2010 version which no longer offers support if something goes wrong. Supervisor Macko did a rough count and thinks that this can be done to the computers still in need for under the \$1500.00 Board approval bracket. *Councilman Richards, seconded by Councilman Bensen motioned for inventory of necessary computers in need of updating to get updated. Carried 5 ayes*

Postage Meter – Two quotes were presented to the Board by Clerk-Collector Jessica Lewis. A decision has not been made; this discussion was tabled for the next meeting of the Board.

Town of Greenville
TOWN BOARD MEETING
May 16th, 2022 7:00pm

Change Order #2, Tech Industries— Fence, added per DOH, Yard Piping, Plant A, 8100 Gal Tank, Plant A, totaling \$100,100.00 was motioned to be approved by Councilman Bensen, seconded by Councilman Bear. Carried 5 ayes

Referrals to the County Planning Board – Supervisor Macko informed the Board that the County Planning Board cannot make a quorum and Towns were advised to make Odecisions on their own.

Court Security on DA nights – Supervisor Macko received a quote from S&T Security Inc to provide one unarmed security officer for two DA nights a month at \$21/hr. The security officers will have cuffs and shackles and be able to detain people until police arrive if necessary. Councilman Bensen motioned, seconded by Councilman Bear to approve this security contract for the remainder of the calendar year.
Carried 5 ayes.

Remote Attendance Memo – A memo was sent to the Town by NYS stating the options and requirements for remote attendance. At this time the Town will not be adopting a remote attendance law for any meetings of the Board.

Upgrades to Court Room/Clerk's Office – Court Clerk Kim Leggio submitted a quote to the Board to have some upgrades done to improve security in the Court room/Clerk office. *Councilman Bensen motioned, seconded by Councilman Bear to approve of the \$1350.00 quote to upgrade the window and bench by Joseph Leggio Specialty Woodworking (quoted for building supplies only, no labor costs).*
Carried 4 ayes, Councilman Richards abstained.

Railing by Court Entrance – The ramp leading down to the Court entrance from the parking lot of Town Hall has raised some concern for being a potential fall hazard. Supervisor Macko is going to work on getting prices for both pipe and pressure treated rail options.

Rescue Squad – Supervisor Macko reported that he and the Board are pleased with Rescue and Greene EMS and hopes that they can come to agreement on a contract. He emphasized that this will be the most difficult budgeting season in the last 40 years and the Town has a number of contracts to square up this year.

Executive session—*Councilman Rauf motioned, seconded by Councilman Bensen to go in to executive session at 8:27 pm to discuss medical, financial, credit or employment history of a particular person/corp, matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion or suspension.* Carried 5 ayes

Regular session—*At 8:54 pm Councilman Rauf motioned, seconded by Councilman Bear to go back into regular session.* Carried 5 ayes

Supervisor's Report – *After prior review Councilman Rauf motioned, seconded by Councilman Bearto approve the Supervisor's Report for April 2022.* Carried 5 ayes.

Town of Greenville
TOWN BOARD MEETING
May 16th, 2022 7:00pm

Audit of Monthly Bills –

Councilman Rauf motioned, seconded by Councilman Bear to pay the following bills:

Bill 1 on Redmill Solar Abstract #1 for \$3,640.00
Bill 4 on Freehold Solar Abstract #3 for \$2041.84
Bill 6 on ARPA Abstract #3 for \$290.00
Bill 5 on Greenville Lighting I Abstract #5 for \$787.44
Bill 5 on Greenville Lighting II Abstract #5 for \$334.48
Bill 4 on Freehold Lighting Abstract #4 for \$807.80
Bills 182-216 on General Abstract #5 for \$22,839.04
Bills 68-84 on Highway Abstract #5 for \$19,672.58
Bills 54-62 on Sewer Abstract #5 for \$32,804.47
Bills 46-54 on Water Abstract #5 for \$118,219.04

There being no further business Supervisor Macko adjourned this meeting at 9:05pm.

Jessica K. Lewis, Town Clerk-Collector

Supervisor Macko

Councilman Bear

Councilman Richards

Councilman Rauf

Councilman Bensen

**Town of Greenville
Building Department
Monthly Report**

Month of MAY, 2022

Building Permits: 10

Inspections: 14

Title Searches: 8

Septic Permits: /

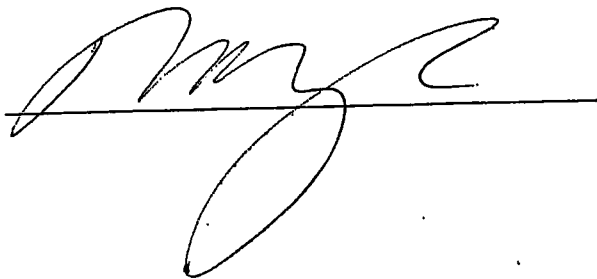
Sign Permits: /

Fire Calls: /

Violations: /

Notes

COMMERCIAL PROPERTIES

A handwritten signature in black ink, appearing to be 'Dmy', written over a horizontal line.

06/02/2022
14:30:40
Jessica Lewis

Town of Greenville
Miscellaneous Cash Report
For Transaction Type: Permits
For: All Fee Types
Date Range: 05/01/2022 to 05/31/2022

Transaction Type	Fee Type	Receipt #	Date	Customer	Qty	Total
Permits	Building	B22-019	05/02/2022	able Po Box 483 Greenville, NY 12083	1	\$78.00
Permits	Building	B22-020	05/02/2022	103 Maple Ave Greenville, NY 12083	1	\$100.75
Permits	Building	B22-021	05/02/2022	414 West Rd Surprise, NY 12176	1	\$106.25
Permits	Building	B22-022	05/02/2022	8 Highland Road Greenville, NY 12083	1	\$25.00
Permits	Building	B22-023	05/02/2022	84 Stone Bridge Rd Ext East Durham, NY 12423	1	\$337.50
Permits	Building	B22-024	05/13/2022	736 King Hill Road Greenville, NY 12083	1	\$50.00
Permits	Building	B22-025	05/13/2022	4002 County Rt 26 Greenville, NY 12083	1	\$63.00
Permits	Building	B22-026	05/13/2022	601 Surprise Result Rd Surprise, NY 12176	1	\$50.00
Permits	Building	B22-027	05/18/2022	Po Box 107 Freehold, NY 12143	1	\$50.00
Permits	Building	B22-028	05/20/2022	100 Ingalside Rd Greenville, NY 12083	1	\$400.00
					Total Quantity:	10
					Grand Total:	\$1,260.50

GREENVILLE WATER DISTRICT
FED ID # NY1900028

OPERATION REPORT FOR THE MONTH OF: MAY 2022
WATER PLANT A

page 1 of 3

WATER PLANT A NOTES

WELL PUMPING RATE

WELL 2 A 50 GPM

WELL 3 A 35 GPM

POTASSIUM PERMANGANATE

DOSAGE BEING USED 1.0 mg/l

QUANTITY USED 1 1/2 lbs gal

PHOSPHATE INHIBITOR

DOSAGE BEING USED 2.4 mg/l

QUANTITY USED 1 1/2 gal

FILTERS ARE BEING RUN TOGETHER UNLESS
INDICATED OTHERWISE HERE

COLIFORM BACTERIA TESTS

DATE 5/4/22 LOCATION PIONEER
POS* NEG ✓

DATE 5/4/22 LOCATION LIBRARY
POS* NEG ✓

*POSITIVE COLIFORM RESULTS MUST BE
REPORTED TO DOH IMMEDIATELY

GENERAL SYSTEM NOTES:

PLANT RAW WELL IN MAY

5-18-22 FLUSHED 8000 GAL FLEM

SCHOOL HYDRO

5-27-22 WELL 3 FAULT

BOOSTER PUMP 2 FAULT

RESET WITHOUT CAUSING PROBLEMS

REPORTED BY

Paul Ley Br

TITLE WATER SUPERINTENDENT

DATE 6/8/22

GREENVILLE WATER DISTRICT
FED ID # NY1900028

OPERATIONS REPORT FOR THE MONTH OF MAY 2022
WATER PLANT A

page 2/3

DATE	RAW WATER one / week each				WELL #			TREATED WATER one / week each			Chlorine	Ortho	Pot/ Mag	Daily Residuals		DISTRIBUTION			
	2	3	2	3	2	3		Iron	Mang	Hrdness	Gallons Added	Gallons Added	Lbs Added	Entering Tank	Leaving Tank	daily chlorine	location	weekly iron/ring	location
1														1.51	1.48	.90	Pionser		
2														1.86	1.47	.99	Pionser		
3														2.20	1.48	1.10	Pionser		
4		.001		.081		200		.00	.038	200				1.44	1.35	.46	LIB	FE.01	LIB M/R
5														1.87	1.43	.92	Pionser	AN.036	
6											55			1.60	1.41	.79	Pionser		
7													1/2	1.35	1.38	.77	Pionser		
8														0.63	1.47	.75	Pionser		
9														2.20	1.44	1.80	Pionser		
10														2.19	1.46	1.73	Pionser		
11														2.20	1.46	.91	Pionser		
12		.02		.094		200		.00	.041	200				1.73	1.43	1.10	Pionser	FE.00	Pionser
13											50	3/4		2.20	1.43	.90	Pionser	AN.042	
14														2.04	1.29	.88	Pionser		
15														1.53	1.37	.78	Pionser		
16														2.10	1.32	1.01	Pionser		
17														1.27	1.26	1.12	Pionser		
18														1.50	1.30	1.02	School		
19		.00		.087		200		.00	.039	200				1.51	1.29	1.05	Ref	FE.00	CF
20														1.47	1.24	.94	Pionser	AN.078	
21											30			2.20	1.24	.86	Pionser		
22														1.14	1.25	.55	Pionser		
23														1.90	1.22	.59	Pionser		
24														2.20	1.22	.57	Pionser		
25														1.93	1.19	.61	Pionser		
26		.00		.090		200		.00	.037	200	25			2.20	1.24	.55	LIB	FE.00	LIB
27														2.20	1.21	.77	Pionser	AN.086	
28													1/2	1.68	1.21	.74	Pionser		
29													1/2	2.20	1.20	.55	Pionser		
30											30			1.83	1.06	.49	Pionser		
31														1.40	1.22	.51	Pionser		

MMY 2022	WELL 3 A METER		WELL 2 A METER		TOWER	BACKWASH		DISTRIBUTION	
DATE	READING	GALLONS	READING	GALLONS	HEIGHT	READING	GALLONS	READING	GALLONS
	89077		1489		51.7	8799		—	
1	89416		1488		52.5	9061		—	
2	89826		1489		52.6	9332		—	
3	90269		1489		52.9	9566		—	
4	90753		1489		51.2	9831		—	
5	91205		1489		51.6	0080		—	
6	91668		1489		50.7	0332		—	
7	92264		1489		53.0	0862		—	
8	92779		1489		50.9	0862		—	
9	92746		1489		52.5	1126		—	
10	93044		1489		51.6	1374		—	
11	93449		1489		52.0	1623		—	
12	93893		1489		52.0	1872		—	
13	94345		1489		47.0	2113		—	
14	94284		1489		48.1	2391		—	
15	95278		1489		50.1	2661		—	
16	95791		1489		52.2	2938		—	
17	96144		1489		51.8	3198		—	
18	96578		1489		49.1	3470		—	
19	97068		1489		48.7	3709		—	
20	97570		1489		50.3	3979		—	
21	98039		1489		48.0	4270		—	
22	98534		1489		47.2	4502		—	
23	98974		1489		48.5	4776		—	
24	99413		1489		49.4	5043		—	
25	99922		1489		45.3	5291		—	
26	100552		1489		47.3	5540		—	
27	100565		1489		41.5	5819		—	
28	101143		1489		43.6	6102		—	
29	101719		1489		47.2	6372		—	
30	102254		1489		50.7	6654		—	
31	102725		1489		52.3	6922		—	
TOTAL	6,364,800		0			81,230		—	
AVERAGE	44,025		0			2,620		—	

OPERATIONS REPORT FOR THE MONTH OF May 2022

GREENVILLE WATER DISTRICT

FED ID# 1900028

WATER PLANT B

[illegible]

Adirondack Environmental Services, Inc

Date: 18-May-22

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

LabWork Order: 220504103
PO#:

Lab SampleID: 220504103-001**Collection Date:** 5/4/2022 9:30:00 AM**Client Sample ID:** Pioneer**Matrix:** DRINKING WATER

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B(-04)COLILERT						Analyst: KTT
(Prep: - 5/4/2022)						
Total Coliform	Negative	0			1	5/4/2022 4:55:00 PM
Escherichia coli	Negative	0			1	5/4/2022 4:55:00 PM

Lab SampleID: 220504103-002**Collection Date:** 5/4/2022 9:40:00 AM**Client Sample ID:** Library**Matrix:** DRINKING WATER

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B(-04)COLILERT						Analyst: KTT
(Prep: - 5/4/2022)						
Total Coliform	Negative	0			1	5/4/2022 4:55:00 PM
Escherichia coli	Negative	0			1	5/4/2022 4:55:00 PM

Adirondack Environmental Services, Inc

Date: 18-May-22

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

LabWork Order: 220504103
PO#:

Lab SampleID: 220504103-003

Collection Date: 5/4/2022 10:00:00 AM

Client Sample ID: WTP B

Matrix: DRINKING WATER

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
ICP/MS - EPA 200.8 REV 5.4						Analyst: SM
(Prep: - 5/5/2022)						
Antimony	ND	0.0004		mg/L	1	5/16/2022 3:29:59 PM
Arsenic	ND	0.0010		mg/L	1	5/16/2022 3:29:59 PM
Barium	0.813	0.0020		mg/L	1	5/16/2022 3:29:59 PM
Beryllium	ND	0.0003		mg/L	1	5/16/2022 3:29:59 PM
Cadmium	ND	0.0010		mg/L	1	5/16/2022 3:29:59 PM
Chromium	ND	0.0050		mg/L	1	5/16/2022 3:29:59 PM
Nickel	0.0031	0.0005		mg/L	1	5/16/2022 3:29:59 PM
Selenium	ND	0.0010		mg/L	1	5/16/2022 3:29:59 PM
Thallium	ND	0.0003		mg/L	1	5/16/2022 3:29:59 PM
MERCURY - EPA 245.1 REV 3.0						Analyst: AF
(Prep: E245.1 - 5/12/2022)						
Mercury	ND	0.0002		mg/L	1	5/12/2022 12:28:38 PM
ANIONS BY ION CHROMATOGRAPHY - EPA 300.0 REV 2.1						Analyst: CC
Fluoride	0.392	0.100		mg/L	1	5/17/2022 5:58:34 PM
CYANIDE, TOTAL - EPA 335.4 REV 1.0						Analyst: KB
(Prep: 335.4 - 5/5/2022)						
Cyanide	ND	0.010		mg/L	1	5/6/2022 3:23:44 PM

Adirondack Environmental Services, Inc

Date: 18-May-22

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

LabWork Order: 220504103
PO#:

Lab SampleID: 220504103-004
Client Sample ID: WTP A

Collection Date: 5/4/2022 10:15:00 AM
Matrix: DRINKING WATER

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
ICP/MS - EPA 200.8 REV 5.4						
(Prep: - 5/5/2022)						Analyst: SM
Antimony	ND	0.0004		mg/L	1	5/16/2022 3:33:41 PM
Arsenic	ND	0.0010		mg/L	1	5/16/2022 3:33:41 PM
Barium	0.216	0.0020		mg/L	1	5/16/2022 3:33:41 PM
Beryllium	ND	0.0003		mg/L	1	5/16/2022 3:33:41 PM
Cadmium	ND	0.0010		mg/L	1	5/16/2022 3:33:41 PM
Chromium	ND	0.0050		mg/L	1	5/16/2022 3:33:41 PM
Nickel	0.0055	0.0005		mg/L	1	5/16/2022 3:33:41 PM
Selenium	ND	0.0010		mg/L	1	5/16/2022 3:33:41 PM
Thallium	ND	0.0003		mg/L	1	5/16/2022 3:33:41 PM
MERCURY - EPA 245.1 REV 3.0						
(Prep: E245.1 - 5/12/2022)						Analyst: AF
Mercury	ND	0.0002		mg/L	1	5/12/2022 12:30:19 PM
ANIONS BY ION CHROMATOGRAPHY - EPA 300.0 REV 2.1						
						Analyst: CC
Fluoride	0.297	0.100		mg/L	1	5/17/2022 6:17:36 PM
PURGEABLE ORGANIC COMPOUNDS - EPA 524.2						
						Analyst: MG
1,1,1,2-Tetrachloroethane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,1,1-Trichloroethane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,1,2,2-Tetrachloroethane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,1,2-Trichloroethane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,1-Dichloroethane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,1-Dichloroethene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,1-Dichloropropene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,2,3-Trichlorobenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,2,3-Trichloropropane	ND	0.5	S	µg/L	1	5/6/2022 9:47:00 PM
1,2,4-Trichlorobenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,2,4-Trimethylbenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,2-Dichlorobenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,2-Dichloroethane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,2-Dichloropropane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,3,5-Trimethylbenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,3-Dichlorobenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,3-Dichloropropane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
1,4-Dichlorobenzene	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM
2,2-Dichloropropane	ND	0.5		µg/L	1	5/6/2022 9:47:00 PM

Adirondack Environmental Services, Inc

Date: 18-May-22

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

LabWork Order: 220504103
PO#:

PURGEABLE ORGANIC COMPOUNDS - EPA 524.2

Analyst: MG

2-Chlorotoluene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
4-Chlorotoluene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
4-Isopropyltoluene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Benzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Bromobenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Bromochloromethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Bromodichloromethane	3.9	0.5	µg/L	1	5/6/2022 9:47:00 PM
Bromoform	1.3	0.5	µg/L	1	5/6/2022 9:47:00 PM
Bromomethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Carbon tetrachloride	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Chlorobenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Chloroethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Chloroform	2.8	0.5	µg/L	1	5/6/2022 9:47:00 PM
Chloromethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
cis-1,2-Dichloroethene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
cis-1,3-Dichloropropene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Dibromochloromethane	4.8	0.5	µg/L	1	5/6/2022 9:47:00 PM
Dibromomethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Dichlorodifluoromethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Ethylbenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Hexachlorobutadiene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Isopropylbenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
m,p-Xylene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Methyl tert-butyl ether	ND	2.0	µg/L	1	5/6/2022 9:47:00 PM
Methylene chloride	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
n-Butylbenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
n-Propylbenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
o-Xylene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
sec-Butylbenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Styrene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
tert-Butylbenzene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Tetrachloroethene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Toluene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
trans-1,2-Dichloroethene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
trans-1,3-Dichloropropene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Trichloroethene	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Trichlorofluoromethane	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Vinyl chloride	ND	0.5	µg/L	1	5/6/2022 9:47:00 PM
Surr: 1,2-Dichlorobenzene-d4	96.4	80-117	%REC	1	5/6/2022 9:47:00 PM
Surr: 4-Bromofluorobenzene	104	80-125	%REC	1	5/6/2022 9:47:00 PM

CYANIDE, TOTAL - EPA 335.4 REV 1.0
(Prep: 335.4 - 5/12/2022)

Analyst: KB

Cyanide	ND	0.010	mg/L	1	5/12/2022 4:45:29 PM
---------	----	-------	------	---	----------------------

Office of the Assessor

Gordon W. Bennett, IAO

Ph: 518-966-5055x3

Fx: 518-966-4108

gwb81560@gmail.com

June 20, 2022

RE: June Monthly Report

Grievance

Grievance Day was held May 31st. The BAR met from 4:00 – 8:00pm. Four complainants were heard with a total of 4 determinations made. The determination notices were sent out to each property owner on June 3rd.

Final Tax Roll 2022

The Final Tax Roll for 2022 was uploaded to Real Property on June 9th. We should be receiving the new roll by the end of the month.

From: gwb81560@gmail.com,

To: rhanse@coxsackie.org, pmackogrsuper@aol.com, rappleyealaw_tal@berk.com, bhotaling@coxsackie.org, townclerk@townofgreenvillenyny.com,

Subject: Retirement

Date: Thu, Jun 16, 2022 11:03 pm

Hello there

I have scheduled my retirement with NYSLRS for my first retired day to be 7/21/2022. I hope to retire officially on that day and have my pension begin on that day. I would like to continue working for both Coxsackie and Greenville and have both towns reappoint me for the foreseeable future . In order for that to happen NYSLRS needs there to be a one day gap in my service prior to my retirement day which would require me to have both boards accept my retirement as of 7/19/2022 and reappointing me for the remainder of the current term to be completed on 9/30/2025 on 7/21/2022. I would also request that both towns request a waiver of the salary cap maximum so that I can receive my full pension while working for the towns. I can fully explain why that would be a plausible request as my services are quite unique. If there is anything i can do do assist Tal or the boards in achieving this goal please let me know and I will help to the best of my ability/

Thank you very much for your support

Gordon



Virus-free. www.avast.com

Town of Greenville
Planning Board
Town Hall, Pioneer Building
11159 State Route 32
Greenville, NY 12083

June 1, 2022

Meeting Agenda

7:00pm Pledge of allegiance

New Business: East Durham Solar LLC – Special Use Permit & Site Plan Review
66.00-1-1
4.404 Acre Solar Field
9139 SR 32

Old Business: Motion to Accept the Minutes from April 20, 2022 Meeting

Discussion:

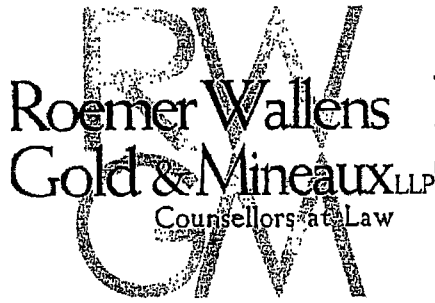
Adjournment:

Planning Board report to Town Board – June 2022
June 1, 2022

The Chair was absent for this meeting. However, reports from others indicated:
* the presentation of a solar project on the Freehold Flats (East Durham Solar). Review of the project will continue.

No other items were on the agenda.

Respectfully,
Don Teator
Greenville PB Chair



VIA EMAIL ONLY (pmackogrsuper@aol.com)

June 9, 2022

Hon. Paul Macko, Town Supervisor
Town of Greenville
P.O. Box 38
Greenville, NY 12083

RE: Teamster Negotiations/Term Commencing January 1, 2023

Dear Supervisor Macko:

Thank you for contacting me to assist the Town of Greenville. This letter is intended to establish the relationship between my Firm and the Town in connection with the above-referenced matter.

1. Scope of Representation. We will represent the Town in connection with the labor negotiations between the Town and its Teamster (Highway) Union. The representation will include all aspects of these negotiations, including Mediation, Fact Finding and any extended process required by the New York State Taylor Law.
2. Professional Services. The basis of the fee shall be the hourly rate of the attorney performing a specific service on the Town's behalf. My 2022 hourly rate is \$275.00 (as well as the rate for Senior Associate work); Associates will be billed at the hourly rate of \$230.00. If the negotiation process continues into 2023, the rates will be \$280.00 and 240.00, respectively. Hourly charges shall include all legal research, analysis, memoranda, correspondence, telephone conversations with you or other persons, preparation for and attendance at all negotiation and mediation sessions, case related proceedings, court actions and related meetings, and any other tasks necessary to represent the Town in this undertaking.
3. Payment Policy and Separate Billings. We will send you statements on a monthly basis which shall set forth, in increments no less than one tenth of one hour, the time spent by our firm on the Town's behalf along with detailed descriptions of our related activities. Additionally, we will include all out-of-pocket costs and disbursements on such statements.

4. Withdrawal. We reserve the right to withdraw from representation at any time if financial commitments to us are not honored, or, of course, in the event we perceive any conflict of interest or other ethical consideration.

5. Arbitration. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

6. Records Retention. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.


7. Discharge. The Town has the absolute right to discharge us for any reason at any time. We will promptly turn the files over to the new attorney on request. The Town will remain responsible for all fees and costs incurred through the date of discharge, but payment of our final statement is not a precondition to the release of the file.

We cannot and do not warrant or predict results of final developments. Be assured, however, that it is our desire to afford the Town conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable. If the foregoing is satisfactory to the Town, kindly indicate the Town's consent and approval by countersigning in the space provided. Return a copy to me via scanned email or via regular mail, as convenient, and retain the original letter for your records.

Thank you for choosing my law firm and me to assist the Town of Greenville in this matter.

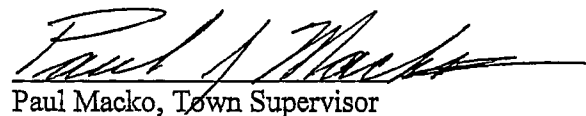
Very truly yours,

Roemer Wallens Gold & Mineaux LLP



Elayne G. Gold

Agreed to and Consented to by:
The Town of Greenville



Paul Macko, Town Supervisor

6-14-22
Date

EKG:rls

cc: Tal Rappleyea, Esq., Town Attorney
(tal@talrappleyea.com)



VIA EMAIL ONLY (pmackogrsuper@aol.com)

June 9, 2022

Hon. Paul Macko, Town Supervisor
Town of Greenville
P.O. Box 38
Greenville, NY 12083

RE: Teamster Negotiations/Term Commencing January 1, 2023

Dear Supervisor Macko:

Thank you for contacting me to assist the Town of Greenville. This letter is intended to establish the relationship between my Firm and the Town in connection with the above-referenced matter.

1. Scope of Representation. We will represent the Town in connection with the labor negotiations between the Town and its Teamster (Highway) Union. The representation will include all aspects of these negotiations, including Mediation, Fact Finding and any extended process required by the New York State Taylor Law.
2. Professional Services. The basis of the fee shall be the hourly rate of the attorney performing a specific service on the Town's behalf. My 2022 hourly rate is \$275.00 (as well as the rate for Senior Associate work); Associates will be billed at the hourly rate of \$230.00. If the negotiation process continues into 2023, the rates will be \$280.00 and 240.00, respectively. Hourly charges shall include all legal research, analysis, memoranda, correspondence, telephone conversations with you or other persons, preparation for and attendance at all negotiation and mediation sessions, case related proceedings, court actions and related meetings, and any other tasks necessary to represent the Town in this undertaking.
3. Payment Policy and Separate Billings. We will send you statements on a monthly basis which shall set forth, in increments no less than one tenth of one hour, the time spent by our firm on the Town's behalf along with detailed descriptions of our related activities. Additionally, we will include all out-of-pocket costs and disbursements on such statements.

Hon. Paul Macko, Town Supervisor
June 9, 2022
Page 2

4. Withdrawal. We reserve the right to withdraw from representation at any time if financial commitments to us are not honored, or, of course, in the event we perceive any conflict of interest or other ethical consideration.

5. Arbitration. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

6. Records Retention. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.


7. Discharge. The Town has the absolute right to discharge us for any reason at any time. We will promptly turn the files over to the new attorney on request. The Town will remain responsible for all fees and costs incurred through the date of discharge, but payment of our final statement is not a precondition to the release of the file.

We cannot and do not warrant or predict results of final developments. Be assured, however, that it is our desire to afford the Town conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable. If the foregoing is satisfactory to the Town, kindly indicate the Town's consent and approval by countersigning in the space provided. Return a copy to me via scanned email or via regular mail, as convenient, and retain the original letter for your records.

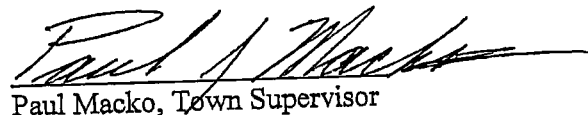
Thank you for choosing my law firm and me to assist the Town of Greenville in this matter.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP


Elayne G. Gold

Agreed to and Consented to by:
The Town of Greenville


Paul Macko, Town Supervisor

6-14-22
Date

EGG:rls

cc: Tal Rappleyea, Esq., Town Attorney
(tal@talrappleyea.com)



VIA EMAIL ONLY (pmackogrsuper@aol.com)

June 9, 2022

Hon. Paul Macko, Town Supervisor
Town of Greenville
P.O. Box 38
Greenville, NY 12083

RE: Teamster Negotiations/Term Commencing January 1, 2023

Dear Supervisor Macko:

Thank you for contacting me to assist the Town of Greenville. This letter is intended to establish the relationship between my Firm and the Town in connection with the above-referenced matter.

1. Scope of Representation. We will represent the Town in connection with the labor negotiations between the Town and its Teamster (Highway) Union. The representation will include all aspects of these negotiations, including Mediation, Fact Finding and any extended process required by the New York State Taylor Law.
2. Professional Services. The basis of the fee shall be the hourly rate of the attorney performing a specific service on the Town's behalf. My 2022 hourly rate is \$275.00 (as well as the rate for Senior Associate work); Associates will be billed at the hourly rate of \$230.00. If the negotiation process continues into 2023, the rates will be \$280.00 and 240.00, respectively. Hourly charges shall include all legal research, analysis, memoranda, correspondence, telephone conversations with you or other persons, preparation for and attendance at all negotiation and mediation sessions, case related proceedings, court actions and related meetings, and any other tasks necessary to represent the Town in this undertaking.
3. Payment Policy and Separate Billings. We will send you statements on a monthly basis which shall set forth, in increments no less than one tenth of one hour, the time spent by our firm on the Town's behalf along with detailed descriptions of our related activities. Additionally, we will include all out-of-pocket costs and disbursements on such statements.

4. Withdrawal. We reserve the right to withdraw from representation at any time if financial commitments to us are not honored, or, of course, in the event we perceive any conflict of interest or other ethical consideration.

5. Arbitration. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

6. Records Retention. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.

7. Discharge. The Town has the absolute right to discharge us for any reason at any time. We will promptly turn the files over to the new attorney on request. The Town will remain responsible for all fees and costs incurred through the date of discharge, but payment of our final statement is not a precondition to the release of the file.

We cannot and do not warrant or predict results of final developments. Be assured, however, that it is our desire to afford the Town conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable. If the foregoing is satisfactory to the Town, kindly indicate the Town's consent and approval by countersigning in the space provided. Return a copy to me via scanned email or via regular mail, as convenient, and retain the original letter for your records.

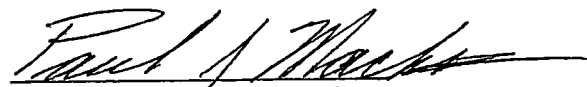
Thank you for choosing my law firm and me to assist the Town of Greenville in this matter.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP


Elayne G. Gold

Agreed to and Consented to by:
The Town of Greenville


Paul Macko, Town Supervisor

6-14-22
Date

EKG:rls

cc: Tal Rappleyea, Esq., Town Attorney
(tal@talrappleyea.com)



UDig NY

6706 Collamer Rd,
East Syracuse, NY 13057

811 or (800) 962-7962

O: (315) 437-7394

F: (315) 437-2621

UDigNY.org

**RE: Please Confirm Accuracy of Company's Contact and Underground Facility Information
by returning required forms by July 1, 2022**

Dear Member:

Thank you for being a member of UDig NY, Inc. ("UDig NY"), formerly known as Dig Safely New York, Inc. As an underground facility operator and member of UDig NY, you are required to keep up-to-date information on file with UDig NY regarding your company contact information and underground facility information. This allows UDig NY to help You comply with 16 N.Y.C.R.R. Part 753 ("Code Rule 753"). Up-to-date information helps protect Your underground facilities and customers, as well as the general public.

According to our records, Your contact information was last updated in **DATE [2018/2019]**.

We have included a copy of your *Service Area Profile Report* from Exactix detailing Your Service Area contact information. If you have changes to make to Your membership information (contacts, office hours/holidays, delivery email address, etc.) please complete the blank member profile document that we have also included, sign, date, and return. If there are no changes to be made to your membership contact information, please sign the bottom of the *Service Area Profile Report document* and return to Member Support. One of these documents needs to be returned the blank profile filled out or the Service Area Report; signed for no changes.

We are also needing to get an updated agreement on file for your membership and have included our most recent member agreement. Please complete the fields, sign, and return.

Thank you for your anticipated cooperation. If you have any questions or need assistance providing this information to UDig NY, please contact Member Support at membersupport@udigny.org, or call (800) 309-8289 x1.

Very truly yours,

UDig NY, INC.

Kristin VanDeusen & Toni Schmidt
Member Support



UDig NY

6706 Collamer Rd,
East Syracuse, NY 13057

811 or (800) 962-7962

O: (315) 437-7394

F: (315) 437-2621

UDigNY.org

Exempt Participating Member Agreement

The undersigned hereby applies for admission as an **Exempt Participating Member** of UDig NY, Inc., located at 6706 Collamer Road, East Syracuse, New York 13057 and in connection therewith, covenants and agrees when accepted as an Exempt Participating Member:

1. To actively participate in progressing the objectives and administration of UDig NY;
2. To promptly pay the charges as fixed and from time to time reestablished by UDig NY's board of Directors;
3. To waive and disclaim, and applicant hereby does waive and disclaim, any and all claims for damages arising solely out of the operation of the communications service provided by UDig NY, including claims for damage resulting from negligence in the operation of said communications service by UDig NY, its agents, servants, or employees from and after the date of applicant's acceptance as an Exempt Participating Member;
4. To abide by the by-laws and operating procedures of UDig NY;
5. That exempt participating membership is limited to three categories of members (i) municipalities, which include only cities, counties, towns, and villages that operate underground facilities; (ii) authorities that operate underground facilities, and (iii) operators of underground facilities that provide water services to less than four thousand customers;
6. That each Exempt Participating Member is entitled to receive UDig NY service at one designated location at no charge and that any additional services requested will be paid for by the Exempt Participating Member.

Applicant: _____
(Organization)

I, _____, represent and warrant that _____
(Print Name) (Organization)

Is entitled to admission as an Exempt Participating Member of UDig NY because it is a
_____. That I am legally authorized to execute this
(city/town/village/county/authority/operator of underground facilities
that provides water service to less than four thousand customers)

application and bind the organization to the above covenants and agreements and, by my signature, do so bind the organization, and that UDig NY, can justifiably rely on these representations and warranties in accepting the organization as an Exempt Participating Member.

(Signature)

(Date)

(Title)

UDig NY, Inc. office use only

Date Received: ____/____/____

Approved by: _____ Title: Board Secretary

Date: _____ Revised on 8/24/2011

Service Area: **TWN GREENVILLE: TOWN OF GREENVILLE**

1/1

Member: TWN GREENVILLE: TOWN OF GREENVILLE
Status: Active Type: Full
Utility Types: SANITARY SEWER, WATER

Business Hours:

8:00 AM - 4:00 PM Mon, Tue, Wed, Thu, Fri

Holidays:

FLOATING Single Date of 6/20/2022.

Observed System Holidays:

Christmas Day	Columbus Day	DAY AFTER THANKSGIVING
ELECTION DAY	Independence Day	Labor Day
Martin Luther King Day	Memorial Day	New Years Day
Presidents Day	Thanksgiving Day	Veterans Day

Contacts:

	<u>Login</u>	<u>Role(s)</u>
LEROY BEAR	Design, Disaster Recovery Contact, Positive Response Contact, SA Manager, Stakeout leroybear2327@yahoo.com	MEMBER - POSITIVE RESPONSE
RENEE HAMILTON	Positive Response Contact	MEMBER - POSITIVE RESPONSE

Ticket Delivery Rules:

Send Tickets to:	Destination:	TWN GREENVILLE PRIMARY: TOWN OF GREENVILLE PRIMARY
Active		Email: leroybear2327@yahoo.com
	During Times:	Always
	Ticket Categories:	Demolition, Design, Emergency, Meet, Regular, Short Notice

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Member Information										
Full Corporate Name:										
Member Manager										
The highest level of authority within a company or government office for the membership.										
Member Manager										
Mailing Address										
		City				State			Zip	
Phone		Cell				Email				
Billing Contact										
The Member Manager is responsible to provide the Billing contact information. The Billing contact is responsible for the receipt and processing payment of bills from UDig NY. Every member must designate a Billing contact, even if the membership is currently exempt. Exempt members are responsible for Late Ticket charges and optional add-on services. UDig NY payment terms are net 30 days.										
Contact Name or Payment Center										
Mailing Address										
		City				State			Zip	
Phone		Cell				Email				
Would you like paperless billing? Please Check Yes or No						Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Service Area Manager										
The Member Manager is responsible to provide the Service Area Manager information. The Member Manager can also be the Service Area Manager. The Service Area Manager is a point of contact for the service area and has permission from the Member Manager to make decisions for the day-to-day operations within the Service Area. These decisions may include changes to the hours of operation, ticket delivery methods, map updates and contact changes for the service area.										
Service Area Name					Service Area Manager					
Member Manager Authorization										
As the Member Manager, it is agreed that the member will accurately provide mapping information regarding the geographic location of its underground facilities. It is agreed that the information provided will be relied upon by UDig NY and that this information primarily determines if my membership will be notified of proposed work or excavation. The member facility operator agrees to comply with the requirements of NYS Code Rule 753, e.g., Automated Positive Response, as well as UDig NY's By-Laws and Operating Procedures.										
I authorize the designated Service Area Manager(s) to make decisions regarding the day-to-day operations for the Service Area.										
Member Manager Signature							Date:			
		X								
Print Name:						Title:				
Please initial that you have reviewed and/or made any necessary changes to the following attached documents:										
Additional Documents:						Initial below:				
Member Responsibilities Sheet										
Manual Voice Calls										
Member Agreement (separate attachment)										



UDig NY

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Service Area Information							
Service Area Name							
Service Area Code							
Facility Information							
Check each type of facility your membership owns or operate and will be marking or clearing:							
Water	<input type="checkbox"/>	Highway	<input type="checkbox"/>	Culverts	<input type="checkbox"/>		
Fiber	<input type="checkbox"/>	Electric	<input type="checkbox"/>	Gas	<input type="checkbox"/>		
Traffic Signals	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	Street Lighting	<input type="checkbox"/>		
Sanitary Sewer	<input type="checkbox"/>	Storm Sewer	<input type="checkbox"/>	CATV	<input type="checkbox"/>		
Gas Transmission Pipe	<input type="checkbox"/>	Nitrogen Pipeline	<input type="checkbox"/>	STEAM LINE	<input type="checkbox"/>		
Business Hours							
List the hours for the office where the tickets are sent. If the business hours of this receiving office change, the Service Area Manager is required to notify UDig NY of the proposed change by email or fax at least one week prior.							
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Open	Start						
Close							
Check if office is staffed 24 hours / 7 days				<input type="checkbox"/>			
Holidays							
Please check any holidays observed by the office receiving the location requests. The Service Area Manager will need to provide a list of holidays each year to UDig NY. Please verify and add any additional holiday dates and half day hours							
Holidays	Date	Select	Holidays	Date	Select		
New Year's Day	1/02/23	<input type="checkbox"/>	Veterans Day	11/11/22	<input type="checkbox"/>		
Martin Luther King Day	01/16/23	<input type="checkbox"/>	Thanksgiving Day	11/24/22	<input type="checkbox"/>		
Presidents Day	02/20/23	<input type="checkbox"/>	Day After Thanksgiving	11/25/22	<input type="checkbox"/>		
Good Friday	04/15/22	<input type="checkbox"/>	Christmas Eve	12/23/22	<input type="checkbox"/>		
Memorial Day	05/30/22	<input type="checkbox"/>	Christmas Day	12/26/22	<input type="checkbox"/>		
Independence Day	07/04/22	<input type="checkbox"/>	New Year's Eve	12/30/22	<input type="checkbox"/>		
Labor Day	09/05/22	<input type="checkbox"/>			<input type="checkbox"/>		
Columbus Day	10/10/22	<input type="checkbox"/>			<input type="checkbox"/>		
Election Day	11/8/22	<input type="checkbox"/>			<input type="checkbox"/>		
Check if no Holidays are observed because you are staffed 24/7					<input type="checkbox"/>		

NOTE

Office hours and holidays are used to configure voice calls and ticket deliveries. Please be aware if your office is on a Holiday, members are still responsible to respond to location requests that are due. If you have any questions, please reach out to UDig NY's Member Support department.

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Contacts	
The following is a list the contact types within the service area and a description of their responsibilities. Mapping and Positive Response contacts will be given access to the One Call Platform Exactix and where they will have be able to respond to tickets and update service area maps. We do not keep passwords; users can request a temporary through the website when logging in if necessary. For your security, please remember usernames and passwords should never be shared.	
Stakeout Contact	
The Stakeout contact name and number will be listed on each location request as the point of contact for the excavator. Excavators may call with questions about the mark out or a lack of a response by the Service Area. <i>There is only one Stakeout contact per service area and is required.</i>	
The Stakeout contact's name:	
Design Contact	
The Design contact is the point of contact for surveyors, engineers and others who are requesting pre-excavation information through a Design ticket. This contacts name and phone number will be included on the Design ticket for the requestor. <i>There is only one Design contact per service area and is required.</i>	
The Design contact's name:	
Disaster Recovery Contact	
The Disaster Recovery contact is the person who would be called in the event that UDig NY experiences a serious technical issue such as a system crash or natural disaster. This contact would be the person UDig NY would call to dispatch an emergency request. The Disaster Recovery Contact must be available on a 24/7 basis. <i>There is only one Disaster Recovery Contact, and it is required.</i>	
Disaster Recovery contact's name:	
Mapping Contact	
The Mapping contact is responsible for configuration and maintenance of the geographic information of the underground facilities for the service area. This information is relied upon to determine if the service area will receive the location request. You may assign more than one mapping contact but only one can access the map at one time. So, we suggest no more than two.	
Mapping Contact's name:	
Mapping Contact's name:	
Mapping Contact's name:	
Positive Response Contact	
This contact will be the person who enters the response for each of the location requests the service area receives. Each service area requires at least one positive response contact, but we suggest no more than three. Members, who use a locating service or a service provider and enter responses through their system, will not need a positive response contact.	
Positive Response Contact:	
Positive Response Contact:	
Positive Response Contact:	

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Contact Information

Fill out the contact information for each of the contacts listed on the previous page.

Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			
Contact Name							
Mailing Address							
	City			State		Zip	
Phone		Cell		Email			

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

The Service Area Map			
UDig NY offers two different methods for registering the geographic location of your underground facilities, import entry or Manually draw polygons.			
Map Updates			
UDig NY conducts map updates yearly or whenever there is a software update available. The member will be notified through email if any of these updates will possibly affect their active service area map. Members will need to either accept or reject the changes. If the member does not accept or reject changes, all recommended changes will be added and may result in additional tickets received.			
About Import Entry			
Electronic entry gives the member the ability to import a defined buried facility registration. All registrations use a versioning system which allows a member to revise, activated and revert to a previous registration. All updates will remain pending and inactive until UDig NY receives direct notice from Exactix and reviews the new version. UDig NY will not manually edit or draw facility locations on your behalf over the phone and they are not responsible for the accuracy of your description of underground facility locations relative to our mapping system. To use the import entry option, the designated Mapping contact would need an Exactix account provided by UDig NY to access the map through the website. Member Support can provide instructions and extra assistance can be scheduled if needed. Internet Explorer is not a supported web browser.			
About Manually Draw			
Manual Draw method gives the member the ability to draw polygon(s) of their defined buried facility registration. All registrations use a versioning system which allows a member to revise, activated and revert to a previous registration. All updates will remain pending and inactive until UDig NY receives direct notice from Exactix and reviews the new version. UDig NY will not manually edit or draw facility locations on your behalf over the phone and they are not responsible for the accuracy of your description of underground facility locations relative to our mapping system. To use the manual draw option, the designated Mapping contact will need an Exactix account provided by UDig NY to access the map through the website. Member Support can provide instructions and extra assistance can be scheduled if needed. Internet Explorer is not a supported web browser.			
Member Mapping Responsibilities			
It is the responsibility of the member to update their maps when their facilities grow or are removed. Members are also urged to review their service area maps yearly and to participate actively in any of the map updates they are included in. <i>Members are responsible to respond to all tickets their service area receives.</i>			
Your service area map is created by			
Import Shape Files	<input type="checkbox"/>	Manual Draw	YES <input type="checkbox"/>
The active Polygon look up was completed on:			By:

****Note****

Your service area map plays a major part in defining when you are notified on a location request. Members are responsible to maintain their service area maps using the necessary browsers & software that are compatible & meet our requirements.



UDig NY

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Destinations: How do you want to receive your location requests?

Notice Routing and Rules

You are required to receive tickets 24/7 but you may need them sent to different places at different times. For example, you may want to have all your tickets sent to an email except you want your design tickets to go to the design contact's email. You can also elect to have more than one destination so one copy goes to one email and a copy goes to another email. Please be advised there are extra charges for multiple destinations. If you have a situation and you are not sure the best way to set it up, our Member Support team can help by providing you the available options. **Please note:** Also, if your tickets are failing to deliver to the preferred device, UDig NY will attempt to contact your delivery contact. If we are unable to make contact, we may switch to your alternate delivery method.

Delivery Contacts (Required, 1 contact but 2 is suggested)

These are the individuals we would call to resolve device problems if tickets are not delivering.

Main Contact Name		Destination	
Main Contact Phone Number		Cell	
Alternate Contact Name		Destination	
Alternate Phone Number		Cell	

Delivery Rules

Destination Name				XML	<input type="checkbox"/>	
Destination Email				XML	<input type="checkbox"/>	
Alternate Email				XML	<input type="checkbox"/>	
Types of Tickets Received	Regular	<input type="checkbox"/>	Emergency	<input type="checkbox"/>	Short Notice	<input type="checkbox"/>
	Design	<input type="checkbox"/>	Meeting	<input type="checkbox"/>	Demolition	<input type="checkbox"/>
When to send tickets	24/7	<input type="checkbox"/>	Outside of Business Hours	<input type="checkbox"/>	During Business Hours	<input type="checkbox"/>
Send an End of Day Audit	<input type="checkbox"/>			Send even if no tickets were received	<input type="checkbox"/>	

Additional Delivery Rules

Destination Name				XML	<input type="checkbox"/>	
Destination Email				XML	<input type="checkbox"/>	
Alternate Email				XML	<input type="checkbox"/>	
Types of Tickets Received	Regular	<input type="checkbox"/>	Emergency	<input type="checkbox"/>	Short Notice	<input type="checkbox"/>
	Design	<input type="checkbox"/>	Meeting	<input type="checkbox"/>	Demolition	<input type="checkbox"/>
When to send tickets	24/7	<input type="checkbox"/>	Outside of Business Hours	<input type="checkbox"/>	During Business Hours	<input type="checkbox"/>
Send an End of Day Audit	<input type="checkbox"/>			Send even if no tickets were received	<input type="checkbox"/>	

Additional Delivery Rules

Destination Name				XML	<input type="checkbox"/>	
Destination Email				XML	<input type="checkbox"/>	
Alternate Email				XML	<input type="checkbox"/>	
Types of Tickets Received:	Regular	<input type="checkbox"/>	Emergency	<input type="checkbox"/>	Short Notice	<input type="checkbox"/>
	Design	<input type="checkbox"/>	Meeting	<input type="checkbox"/>	Demolition	<input type="checkbox"/>
When to send tickets	24/7	<input type="checkbox"/>	Outside of Business Hours	<input type="checkbox"/>	During Business Hours	<input type="checkbox"/>
Send an End of Day Audit	<input type="checkbox"/>			Send even if no tickets were received	<input type="checkbox"/>	

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Manual Voice Calls

This is an optional service and is available at an additional cost of \$5.00 per locate transmission. The intention of this service is to dispatch a location request in one call. With this feature enabled, a Damage Prevention Representative will physically call, notify, and dispatch the designated "Voice call contact" the information within the location request.

Voice Call Requirements

Please review the following requirements, if you have questions about voice calls, our Member Support will be able to assist you.

1. This service provides for the one single telephone number you have designated to be called. The goal is to dispatch or verify receipt of a request with that one single call.
2. One optional phone number will be accepted but only called if we cannot reach the first number.
3. The telephone number you designate must be either answered by (A) a human being that can verify the reception of the notice or manually take the location request information or (B) an answering machine stating your company name with an instruction to leave a message.
4. Please ensure the voice call contact is aware of the reason for the call, the times they may receive a call, and the nature of the information to be given. The voice call contact will need to either verify they have the information or take the information. Please do not ask our operator to call back.
5. The contact will need to confirm receipt of the location request or take the information within a timely manner (within 5 minutes).
6. Our representatives will not always be able to be placed on hold due to processing emergency calls. If on hold our representatives will end the call if an emergency comes in or if the hold time is greater than 3 minutes.
7. UDig NY discourages the use of 911 centers and police stations for this type of voice call. If a member needs to use this type of center to receive voice calls, they must make certain these centers are educated and understand what an "emergency locate, stakeout or dig" is. This is not a request for a police or fire response.
8. If your contact receives a message, please have your contact call our call center to verify they have received their message. If they do not call back our operators may keep trying or you may receive a notice of the failure for us to contact your voice call person.
9. Please be aware in some cases your company may be the ones doing the excavation. If the ticket is called during the time you are scheduled to receive voice calls, a voice call will be generated, and our operator will call to dispatch.

Do you elect to receive After Hours Voice calls?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Contact Name or Center					
Contact Phone Number			Cell	<input type="checkbox"/>	Phone <input type="checkbox"/>
Optional Alternate Name or Center					
Optional Contact Phone Number			Cell	<input type="checkbox"/>	Phone <input type="checkbox"/>
Location Types	Emergency <input type="checkbox"/>		Short Notice <input type="checkbox"/>		
When to Voice Call	Outside Business Hours <input type="checkbox"/>	During Business Hours <input type="checkbox"/>	Other 24/7 <input type="checkbox"/>		
NEW If you would like UDig NY to leave a detailed message of the location request (Ticket Number, Address, Field Contact) please check the box below. If you choose this option, you can still call our contact center at 1-800-962-7962 option 2 and then select option 1 (for emergency) to obtain the ticket information if needed. If you select this option UDig NY will leave only leave one detailed message.					
Yes		<input type="checkbox"/>	No		<input type="checkbox"/>

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Member Responsibilities Sheet**Member Information and Changes:**

It is the responsibility of the Member to notify UDig NY's Member Support team whenever there is a change to their profile. Please be sure to provide proper time, at least 10 business days prior to any major changes. Such as switching service providers, locate companies, company dissolving, and company name change due to being a timely process for UDig NY and the Member. Member profiles and additional documents are sent to the Member by UDig NY and should be returned in a timely manner. It is important to have the most up to date information on file.

Positive Response (Automated Positive Response or APR)

Automated Positive Response (APR) is a system established by the one-call notification system to furnish a single point of contact between member operators and excavators for the purpose of communicating the status of an excavation location request as provided by the member operators. As of January 4, 2012, the NYCRR Part 753 was amended; part of the amendment is the inclusion of Automated Positive Response (APR). Effective May 31, 2012: all members of UDig NY, Inc. must use the APR system.

APR Contact Responsibilities

- Members must respond to all tickets their company receives.
- Enter the response status prior to the **start date and time** listed on the location request.
- If there is more than one department, collect all responses from your departments and provide one response to the APR system.
- When entering response codes on the web comments can be entered. Please keep in mind excavators may not see or hear the comment if they use the phone to retrieve their response.
- If a response code is changed, the member is responsible to contact the excavator directly and make them aware of the change.
- If a delay code such as code 54 and 55 is used the members must contact the excavator directly to make arrangements with the excavator.
- We encourage our users not to share usernames and passwords.
- Members are responsible to monitor their tickets daily to make sure they receive and respond to all tickets on time.

Stay Familiar with UDig NY

As this is an ever-changing industry, it is also recommended Members become familiar with the responsibilities of facility owners as defined in **New York State Code Rule 753**. This information can be found on our website: www.udigny.org

Return your Profile to:

UDig NY
Member Support
6067 Collamer Rd
East Syracuse, NY 13057
Email: membersupport@udigny.org

You can also submit a service desk request and locate our support portal by visiting: www.my.udigny.org

New York Sick Leave

New York State's Sick Leave law entitles employees in New York to sick and safe leave. The law is generally referred to as “sick leave” with provisions specific to safe leave explained.

The law took effect on September 30, 2020, and the regulations that provide definitions and standards for the leave requirements were adopted (without change) on December 22, 2021. Employees could start using their accrued leave on January 1, 2021.

The regulations provide in-depth specifics about the law's application. The notice of adoption contains the NYDOL's Assessment of Public Comments (pages 16-18), which are the NYDOL's responses to public comments. The regulations and public comments are not incorporated on this page.

N.Y. Labor Code § 196-b; Title 12 N.Y. Comp Codes, R & Regs. 196.

Note: New York *City* and Westchester County have their own mandatory sick leave laws. Employees are entitled to whichever requirements are more favorable to them.

Covered Employers

The law generally applies to all employers in New York State.

Eligibility

All employees in New York State are generally eligible for sick leave, regardless of industry, occupation, part-time status, and overtime exempt status.

Reasons for Leave

Following a verbal or written request to their employer, eligible employees may use accrued leave for the following permitted uses:

- Sick Leave:
 - A mental or physical illness, injury, or health condition of such employee or such employee's family member, regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests such leave; or
 - The diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member.
- Safe Leave:

- An absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:
 - To obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - To participate in safety planning, relocate, or other actions to increase their, or family member's, safety;
 - To meet with an attorney, or other social services provider, to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - To file a complaint or domestic incident report with law enforcement;
 - To meet with a district attorney's office;
 - To enroll children in a new school; or
 - To take any other actions necessary to ensure their own, or a family member's, health, or safety or to protect those who associate or work with the employee.

Note: Employees are not entitled to safe leave if they committed the domestic violence crime.

For purposes of the law:

- **Family member** means an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; and the child or parent of an employee's spouse or domestic partner.
- **Parent** means a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.
- **Child** means a biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis.

Amount of Leave

Employers must provide sick leave benefits as follows:

- Employers with four or fewer employees in any calendar year must provide at least 40 hours of *unpaid* sick leave to each employee per calendar year. However, if these employers have a net income of greater than one million dollars (in the previous tax year) then the 40 hours of leave must be *paid*;
- Employers with between five to 99 employees in any calendar year must provide at least 40 hours of paid sick leave to each employee per calendar year; and
- Employers with 100 or more employees in any calendar year must provide at least 56 hours of paid sick leave to each employee per calendar year.

For determining employee count, a calendar year is the 12-month period from January 1st through December 31st. For all other purposes, a calendar year is either the twelve-month period from January 1st through December 31st, or a regular and consecutive twelve-month period, as determined by the employer.

Accrual and Use

Employees begin accruing leave on September 30, 2020, and must be accrued at a rate of one hour per every 30 hours worked.

Employers may require that leave be used in increments (for instance, 15 minutes, one hour, etc.) but may not set the minimum increment at more than four hours.

Frontloading

Employers may frontload the entire amount of required sick leave at the beginning of the calendar year. However, employers may not reduce or revoke any frontloaded sick leave if, for instance, the employee works fewer hours than anticipated by the employer.

Carryover and Use Caps

Unused sick leave carries over to the following calendar year, with the following use caps:

- Employers with fewer than 100 employees may limit the use of sick leave to 40 hours per calendar year; and
- Employers with 100 or more employees may limit the use of sick leave to 56 hours per calendar year.

Employers may limit the leave taken in any year to the maximum amount required to be provided to an employee (for instance, 40 hours for midsized employers and 56 hours for large employers). However, any limitations permitted by the law must be put into writing and either posted or given to employees. Additionally, employers must notify employees in writing or by posting a notice in the worksite, prior to the leave being earned, of any restrictions in their leave policy affecting the employees' use of leave, including any limitations on leave increments.

Note: The terms of carryover differ under New York State (NYS) and New York City (NYC) law. Under NYS law, employees must be allowed to carry over their unused sick time into the following calendar year, subject to use caps (40 or 56 hours). The state law also allows employers to frontload leave, as opposed to requiring employees to accrue it, but the law does not have a carve out to avoid the carryover requirement. According to NYC law, carryover must be allowed up to the usage caps, but employers can frontload the maximum amount of sick leave and avoid carryover. Employers should comply with whichever law that is most beneficial for their employees.

Confidentiality

Employers may not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of such employee or such employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick leave.

Compensation

Employees must be paid their regular rate of pay, or the applicable minimum wage, whichever is greater, for their paid leave time. No allowances or credits (for instance, tip credits) may be claimed for paid leave hours, and employers are prohibited from reducing an employee's rate of pay for sick leave hours only.

Leave Statement

Upon an employee's verbal or written request, employers must provide a summary of the sick leave amounts they accrued and used in the current calendar year and/or any previous calendar year. Employers must provide this information to the employee within three business days of their request.

Pre-Existing Leave

Employers are not required to provide any additional sick leave if they have a pre-existing sick leave policy or time off policy that provides employees with an amount of leave that meets or exceeds legal requirements and also satisfies accrual, carryover, and use requirements.

Right to Reinstatement

Employees must be restored to the position they held prior to taking sick leave (with the same pay, terms, and conditions of employment) upon return from sick leave.

Upon Termination

Employers are not required to pay an employee for unused sick leave upon their termination, resignation, retirement, or other separation from employment.

Recordkeeping

Employers must keep payroll records for six years which must include the amount of sick leave accrued and used by each employee on a weekly basis.

Was this helpful?

Additional Resources

New York City, New York, Sick Leave

- [HR Compliance](#)
-
- [Laws](#)
-
- [New York City, New York, Sick Leave](#)

New York COVID Leave

- [HR Compliance](#)
-
- [Laws](#)
-
- [New York COVID Leave](#)

Westchester County, New York, Safe Time Leave

- [HR Compliance](#)
-
- [Laws](#)
-
- [Westchester County, New York, Safe Time Leave](#)

New York Family and Medical Leave

Highlights

The laws discussed on this page include:

- New York Paid Family Leave and Benefits Law
- Breastfeeding
- Discrimination in Childcare Leave Prohibited
- Funeral or Bereavement Leave
- Impermissible Forced Pregnancy Leave
- Family Military Leave

The New York Paid Family Leave Benefits Law (commonly referred to as New York Paid Family Leave) provides eligible employees with up to 12 weeks of paid family leave and is discussed in detail below along with other leave laws listed above.

New York Paid Family Leave

New York Paid Family Leave (PFL), established under the New York Paid Family Leave Benefits Law, provides wage replacement to employees:

- To bond with a newborn or newly placed adoptive or foster child.
- To care for a family member with a **serious health condition**, which is an illness, injury, impairment, or physical or mental condition, including transplantation preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential health care facility, continuing treatment, or continuing supervision by a health care provider. **Continuing supervision by a health care provider** includes a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective where the family member is under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- For qualified exigencies arising when a family member is called to active military service.

Employees are also guaranteed re-employment and the ability to continue health insurance. However, if employees contribute to the cost of their health insurance, they must continue to pay their portion of the premium cost while on paid family leave. Employees are eligible to participate after having worked for their employer for six months.

Funding

Paid family leave coverage is employee-funded by payroll deduction and the maximum rate of employee contribution is established each year. In 2022, the contribution is 0.511 percent of an employee's gross wages each pay period. The maximum annual contribution is \$423.71.

Covered Employers

PFL applies to all employers, regardless of employee count. Any employer covered by the New York Workers' Compensation Law must permit eligible employees to take paid leave and must deduct contributions from their employees' pay to fund paid leave benefits.

Eligible Employees

Employees are eligible for PFL as follows:

- Employees with a regular schedule of 20 or more hours per week are eligible after 26 weeks of employment.
- Employees with a regular schedule of less than 20 hours per week are eligible after 175 days worked.

OPTIONAL WAIVER

Employees may elect to not provide weekly contributions to the PFL program if their regular work schedule is never 26 weeks or 175 days in a 52-consecutive-week period.

Ineligible Employees

PFL is not applicable:

- When an employee is receiving total disability benefits under a claim for workers' compensation, volunteer firefighters, or volunteer ambulance workers' benefits. However, if an employee is receiving partial disability payments, the amount of family leave benefits combined with the benefits under those laws may not exceed the employee's average weekly wage.
- To an employee not employed or who is on administrative leave from their employment.
- To an employee currently receiving sick pay or paid time off from the employer.
- For any day in which the claimant works at least part of the day during the same working hours as those for which family leave benefits are claimed.

These restrictions prevent duplicative payments of benefits but do not restrict the employee's ability to take time off without receiving paid leave benefits.

Timeline

Employees may take the maximum benefit length in any given 52-week period. The maximum benefit is 12 weeks. The 52-week clock starts on the first day the employee takes paid family leave.

Purposes

Eligible employees are entitled to paid family leave for the following purposes:

- To provide care, including physical or psychological care, for a family member's serious health condition. A **family member** is a child, parent, grandparent, grandchild, spouse, or domestic partner. A **parent** is a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when they were a child. A **grandchild** is a child of the employee's child.
- To bond with the employee's child during the first 12 months after the child's birth, or the first 12 months after the placement of the child for adoption or foster care with the employee.
- Because of any qualifying exigency as interpreted under the federal FMLA, arising out of the fact that the spouse, domestic partner, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the U.S. Armed Forces.

Note: Effective January 1, 2023, **sibling** (meaning a biological or adopted sibling, half-sibling, or stepsibling) will be included in the definition of **family member**.

Intermittent Leave

If an employee takes intermittent PFL in daily increments, then an employee who works at least five days per week may take up to 60 days of PFL per year. For an employee who works fewer than five days per week, the maximum number of days available is prorated based on their regular employment schedule. When an employee takes intermittent PFL, the employer may require the employee to provide notice as soon as is practicable before each day of the intermittent PFL.

PFL Wage Replacement Benefits

In 2022, employees taking PFL will receive 67 percent of their average weekly wage, up to a cap of 67 percent of the current statewide average weekly wage of \$1,594.57. The maximum weekly benefit for 2022 is \$1,068.36.

Continued Benefits

Employees on PFL may not lose employment benefits, and employers must maintain their existing health insurance benefits for the duration of the leave, as if leave was not taken.

Employees are not entitled to accrue seniority or other benefits during PFL; however, employers must continue making contributions to maintain group health plan benefits during the leave.

Interaction with the FMLA

The PFL interacts with the federal Family and Medical Leave Act (FMLA) as follows:

- If an employee is eligible for leave under both the federal FMLA and PFL, but the employee declines to apply for PFL payments under the law, employers may still designate the leave as both FMLA and PFL.
- FMLA-designated leave taken by an employee due to their own serious health condition does not qualify as PFL and does not reduce the amount of PFL the employee is eligible to take. For example, a pregnant employee may take up to 12 weeks of leave for their own serious health condition that is covered by the FMLA (and not by PFL), and then take PFL after the period of disability ends so that they may bond with their child.
- An employer covered by the FMLA who designates a concurrent period of PFL may charge an employee's accrued paid time off in accordance with the provisions of the FMLA. Employers may not require employees to use accrued sick, personal, or vacation time when the employee is otherwise receiving pay during PFL; however, an employee may elect to use accrued sick, personal, or vacation time during PFL.

Employee Notice Requirements

Employees must provide at least 30 days' advance notice when the necessity for PFL is foreseeable. When advance notice is impractical, then notice must be provided as soon as possible.

Employer Notice and Posting Requirements

Employers must provide written guidance to all employees regarding their rights and obligations under the PFL, including how to file a claim for PFL. If an employer has a handbook, then this guidance must be included in it.

Employers are also required to display a notice concerning PFL conspicuously and continuously in the form prescribed by the Workers' Compensation Board Chair. The notice must be displayed in plain view where all employees and applicants can readily see it.

Retaliation Prohibited

Employers are prohibited from retaliating against any employee for seeking or receiving PFL.

Breastfeeding

Nursing employees have a right to express breast milk. Subsequently, employers must provide reasonable unpaid break time or permit an employee to use paid break time or meal time each day to allow an employee to express breast milk for a nursing child for up to three years following childbirth. The employer must make reasonable efforts to provide a room or other location, near the work area, where an employee can express milk in privacy. Employers may not discriminate in any way against an employee who chooses to express breast milk in the workplace.

N.Y. Lab. Law § 206-c.

Discrimination in Child Care Leave Prohibited

When an employee is allowed to take leave for the birth of a child, employers must allow the same leave on the same terms for an employee who is adopting a child preschool age or younger (or up to age 18 if the child has a disability).

N.Y. Lab. Law § 201-c.

Funeral or Bereavement Leave

Employers who provide funeral or bereavement leave for the death of an employee's spouse or the child, parent, or other relative of the spouse must provide the same leave for the death of an employee's same-sex partner or the child, parent, or other relative of the same-sex partner.

N.Y. Civil Rights Law § 79-N.

Impermissible Forced Pregnancy Leave

An employer may not compel a pregnant employee to take a leave of absence unless the employee is prevented from performing the activities involved in the job in a reasonable manner due to pregnancy.

N.Y. Exec. Law § 296.

Family Military Leave

New York's military leave law for military spouses requires covered employers to provide certain military spouses with up to 10 days of unpaid leave. See the [New York Military Leave](#) page for additional information.

Was this helpful?

Additional Resources

[Bonding - Applying for Paid Family Leave](#)

<http://www.wcb.ny.gov/content/main/forms/PFL2.pdf>

[Care For Family Member - Applying for Paid Family Leave](#)

<https://www.ny.gov/sites/default/files/atoms/files/careforfamilymember.pdf>

[Employer's Application for Voluntary Coverage \(Employee Contribution Required\) \(PFL-136\)](#)

https://www.ny.gov/sites/default/files/atoms/files/PFL-136_1017.pdf

[Employer's Application for Voluntary Coverage \(No Employee Contribution\) \(PFL-135\)](#)

https://www.ny.gov/sites/default/files/atoms/files/PFL-135_1017.pdf

[Military Qualifying Exigency - Applying for Paid Family Leave](#)

<https://www.ny.gov/sites/default/files/atoms/files/military.pdf>

New York State Paid Sick Leave FAQs

https://www.ny.gov/sites/default/files/atoms/files/PSL_FAQ_PaidSickLeaveFAQ.pdf

Opt-Out and Waiver of Benefits - Paid Family Leave

<https://www.ny.gov/sites/default/files/atoms/files/PFLWaiver.pdf>

PFL Cost and Deductions

<https://paidfamilyleave.ny.gov/cost>

STATE OF NEW YORK - DEPARTMENT OF TRANSPORTATION
TRAFFIC OPERATIONS BUREAU

NOTICE OF ACTION TAKEN

Study No.: 1210210
File: 19.12-000
Troop: F

BY DEPARTMENT OF TRANSPORTATION ORDER

SECTION 1119.12 SUBDIVISION (ao) PARAGRAPH _____

OF THE DEPARTMENT'S REGULATIONS IS ☒ ADDED ☐ AMENDED to read as follows: ☐ REPEALED

40 MPH on Turon Road, a town highway, between County Route 26 and Irving Road, a distance of 0.5 +/- miles.

This notice must be forwarded to the Regional Traffic Engineer as soon as the appropriate action required by this order has been taken.

1/10/2022 APPROVED BY: M. Pyskadlo Regional Traffic Engineer
(DATE) (SIGNATURE) (TITLE)

DESCRIPTION: This order establishes a 40 MPH speed limit on Turon Road in the town of Greenville as described above.

COUNTY: Greene

LOCALITY: Town of Greenville

OTHER RELATED ACTIONS ☒ NONE

☐ _____
(Identify)

ACTION REQUIRED BY THE ABOVE ORDER WAS TAKEN ON:

(DATE) (SIGNATURE) (TITLE)

RESOLUTION

Town Board of the Town of Greenville

Amending the Town Procurement Policy

WHEREAS, Town Board of the Town of Greenville has previously adopted a Procurement Policy in accordance with the requirements of New York State Law; and

WHEREAS, the Town Board of the Town of Greenville has determined it is appropriate to amend the such Procurement Policy to be consistent with the NYS General Municipal relating to the spending levels required for public bidding.

NOW THEREFORE, IT IS HEREBY

RESOLVED, that the Town Board of the Town of Greenville Procurement Policy shall be and hereby is amended to set the levels for of spending which require public bidding as follows:

Guideline 2. All purchases of a) supplies or equipment which will exceed \$20,000 in the fiscal year or b) public works contracts over \$35,000 shall be formally bid pursuant to GML§103.

Guideline 3. All estimated purchases of:

- Less than \$20,000 and greater than \$3,000 require a written request for proposal (RFP) and written/fax/email quotes from three vendors.
- Less than \$3,000 but greater than \$1,000 require an oral request for the goods and oral/fax/email quotes from two vendors.
- Less than \$1,000 but greater than \$250 are left to the discretion of the Purchaser.

All estimated public works contracts of:

- Less than \$35,000 but greater than \$10,000 require a written RFP and fax/email proposals from three contractors.
- Less than \$10,000 but greater than \$3,000 require a written RFP and fax/email proposals from two contractors.
- Less than \$3,000 but greater than \$500 are left to the discretion of the Purchaser.

RESOLUTION MOTION MADE BY COUNCILPERSON _____,
SECONDED BY COUNCILPERSON _____.

ROLL CALL:

AYE

NAY

ABSENT/OTHER

Supervisor Macko
Councilperson Bensen
Councilperson Richards
Councilperson Rauf
Councilperson Bear

CARRIED.

Jessica K. Lewis, Town Clerk
DATED: June 20, 2022

**RESOLUTION
TOWN OF GREENVILLE PROCUREMENT POLICY**

WHEREAS, §104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid, and

WHEREAS, comments have been solicited from all officers in the town involved in the procurement process, now therefore be it

RESOLVED, that the Town of Greenville does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

Guideline 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML, §103. Every town officer, board department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2. All purchases of a) supplies or equipment which will exceed \$10,000 in the fiscal year or b) public works contracts over \$20,000 shall be formally bid pursuant to GML, §103.

Guideline 3. All estimated purchases of:

- Less than \$10,000 but greater than \$3,000 require a written request for a proposal (RFP) and written/fax quotes from three vendors.
- Less than \$3,000 but greater than \$1,000 require an oral request for the goods and oral/fax quotes from two vendors.
- Less than \$1,000 but greater than \$250 are left to the discretion of the Purchaser.

All estimated public works contracts of:

- Less than \$20,000 but greater than \$10,000 require a written RFP and fax/proposals from three contractors.
- Less than \$10,000 but greater than \$3,000 require a written RFP and fax/proposals from two contractors.
- Less than \$3,000 but greater than \$500 are left to the discretion of the Purchaser.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder.

Guideline 5. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining proposals or quotes so that the lack of such proposals or quotes shall not be a bar to the procurement.

Guideline 6. Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services;
- b) Emergencies;
- c) Sole source situations;
- d) Goods purchased from agencies for the blind or severely handicapped;
- e) Goods purchased from correctional facilities;
- f) Goods purchased from another governmental agency;
- g) Goods purchased at auction;
- h) Goods purchased for less than \$250.00;
- i) Public works contracts for less than \$500.00;
- j) Standardization

Guideline 7. This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

Unintentional Failure to Comply

The unintentional failure to fully comply with the provisions of General Municipal Law, §104-b shall not be grounds to void action taken or give rise to a cause of action against the Town of Greenville or any officer or employee thereof.

Developed July 6, 1994

Revised and updated December 16, 2013

Motion made by Councilman Bear, seconded by Councilman Davis

Carried 4 4 ayes 0 nays 1 absent

Jessica Lewis

From: Margaret Mary Donohue <webform@townofgreenvilleny.com>
Sent: Wednesday, May 25, 2022 12:50 PM
To: townclerk@townofgreenvilleny.com; pmacko@townofgreenvilleny.com;
mark@kathoderay.com
Subject: Web Contact

Is County Waste mad at the Town of Greenville? Why won;t they pick up the recycle container for paper? My fear is that residents will just throw their papers on the side of the road. Also, is it possible to get 2 corrugated cardboard containers? They fill up fast. I imagine Cairo residents are coming here to their trash since they have no where else to go so that would make it fill up faster. I also think a bigger papers container could be used as I have seen books going in there as well as huge bags of shredded papers and that fills it up fast too. Additionally, I have seen people put their paper waste in the cardboard container and say "I've been putting it in there since I started coming here. No one says anything.". Should there be better oversight at the Town Recycle Center? Is it preferred I ask this at a Town Board Meeting? THank you kindly.

— Margaret Mary Donohue
margaret_donohue@verizon.net

--

This email was sent from a contact form on **Town Board**, a page on Town of Greenville
(<https://townofgreenvilleny.com>)



May 10, 2022

ATT: PAUL MACKO, Greenville Town Supervisor

Re: Solar Energy System PILOT Law (Resolution)

Dear Town Supervisors, Village Mayors & President and School Superintendents,

You may or may not have had the opportunity to be involved with the negotiations of a Payment in Lieu of Taxes (PILOT) for alternative energy systems as allowed for in Real Property Tax Law (RPTL) §487. While Greene County, Towns and School Districts have been successful in the past with negotiating what we believe to be a fair PILOT, the landscape for renewable energy resources has changed dramatically. Most notable is the 2018 Value of Distributed Energy Resources (VDER) and the 2021 New York State Legislation that created RPTL §575-b for the valuation of solar and wind facilities. These have hampered our abilities to negotiate a fair PILOT with our newest developers of solar projects seeking a RPTL §487 exemption and subsequent PILOT.

To combat the low PILOT offers from the developers, Greene County has drafted a Local Law. This "Solar Energy System PILOT Law" will provide for a consistent PILOT payment for any Solar Project above 50 KW AC. The law provides for a fair and consistent revenue stream for the taxing jurisdictions while still encouraging the development of small scale commercial solar projects. Additionally, the interests of our residential solar installations are protected by allowing them to still be eligible for the RPTL §487 exemption.

Greene County will be holding a public hearing on May 4, 2022 to receive comments on the "Greene County Solar Energy System PILOT Law" and expects to act on it at a Special Legislature meeting that evening. I have attached the final draft of the law for review.

It is imperative that all Greene County municipalities and school districts adopt a similar local law for the towns and villages, and a resolution for the school districts. By all of us having a consistent law or resolution on record we will have protected our taxing interests in future solar projects. Attached are final drafts of local laws and resolutions for your use.

We understand that this is a complex issue and many of you that have not had to negotiate these type of PILOT payments. Raymond Ward, Greene County Director of Real Property Tax Service is available to discuss with you any questions you may have. He may be contacted at 518-719-3525 or via email at rward@discovergreene.com.

Sincerely,

Patrick S. Linger, Chairman
Greene County Legislature

PSL/rw
Encs. (2)

Town of Greenville Solar Energy System PILOT Law

§1. Title

This Local Law may be cited as the “Solar Energy System PILOT Law of the Town of Greenville, New York.”

§2. Purpose

This Local Law is adopted to ensure that the benefits of the community’s solar energy resource are available to the entire community, by promoting the installation of solar energy generating equipment through a payment-in-lieu-taxes (PILOT), granting reduced costs to system developers and energy consumers, and providing a revenue stream to the entire community.

§3. Authority

This Local Law is adopted under the authority granted by

1. Article IX of the New York State Constitution, §2(c)(8),
2. New York Statute of Local Governments, § 10 (5),
3. New York Municipal Home Rule Law, § 10 (1)(i) and (ii) and §10 (1)(a)(8), and
4. New York Real Property Tax Law § 487(9).

§4. Definitions

1. “Annual Payment” means the payment due under a PILOT Agreement entered into pursuant to Real Property Tax Law § 487(9).
2. “Annual Payment Date” means January 1st of each year.
3. “Capacity” means the manufacturer’s nameplate capacity of the Solar Energy System as measured in kilowatts (kW) or megawatts (MW) AC.
4. “Owner” means the owner of the property on which a Solar Energy System is located or installed, their lessee, licensee or other person authorized to install and operate a Solar Energy System on the property.
5. “Residential Solar Energy Systems” means a Solar Energy System with a nameplate generating capacity less than 50 kW AC in size, installed on the roof or the property of a residential dwelling (including multi-family dwellings), and designed to serve that dwelling.
6. “Solar Energy Equipment” means collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation is (i) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii) stored, (iv) protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by New York law.
7. “Solar Energy System” means an arrangement or combination of Solar Energy Equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar energy and its conversion, storage, protection and distribution.

§5. PILOT Required

1. The owner of a property on which a Solar Energy System is located or installed (including any improvement, reconstruction, or replacement thereof), shall enter into a PILOT Agreement with the Town of Greenville consistent with the terms of this Local Law, excepting

a) Residential Solar Energy Systems

b) Solar Energy Systems that do not seek or qualify for an exemption from real property taxes pursuant to Real Property Tax Law § 487(4).

2. The Lessee or licensee of any owner of a property required to enter into a PILOT Agreement by this section, which owns or controls the Solar Energy System, may enter into the PILOT Agreement on behalf of the owner of the property.

3. Upon receipt of any notification from an owner or other person of intent to install a Solar Energy System, the Town Supervisor or his/her designee shall immediately, but in no case more than sixty days after receipt of the notification, notify the owner or other person or party of the requirement to enter into a PILOT Agreement pursuant to the terms of this Local Law.

4. Nothing in this Local Law shall exempt any requirement for compliance with state and local codes for the installation of any solar energy equipment or a solar energy system, or authorize the installation of any solar energy equipment or a solar energy system. All solar energy systems must file a Real Property Tax Exemption application pursuant to Real Property Tax Law § 487 to receive a tax exemption.

§6. Contents of PILOT Agreements

1. Each PILOT Agreement entered into shall include

a) Name and contact information of the Owner or other party authorized to act upon behalf of the Owner of the Solar Energy System.

b) The Tax ID for each parcel or portion of a parcel on which the Solar Energy System will be located.

c) A requirement for fifteen successive annual payments, to be paid commencing on the first Annual Payment Date after the effective date of the Real Property Tax Exemption granted pursuant to Real Property Tax Law § 487.

d) The Capacity of the Solar Energy System, and that if after the Commencement Date, the Capacity is increased as a result of the replacement or upgrade of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments shall be increased on a pro rata basis for the remaining years of the Agreement.

e) That the parties agree that under the authority of Real Property Tax Law § 487 the Solar Energy System shall be considered exempt from real property taxes for the fifteen-year life of the PILOT Agreement.

f) That the PILOT Agreement may not be assigned without the prior written consent of the Town of Greenville, which consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner, except that the Owner may, with advance written notice to the Town of Greenville but without prior consent, assign its payment obligations under the PILOT Agreement to an affiliate of the Owner or to any party who has provided or is providing financing to the Owner for or related to the Solar Energy System, and has agreed in writing to accept all payment obligations of the Owner.

g) That a Notice of this Agreement may be recorded by the Owner at its expense, and that the Town of Greenville shall cooperate in the execution of any Notices or Assignments with the Owner and its successors.

h) That the Annual Payment shall be

- i) For Solar Energy Systems with a Capacity greater than 50 KW, \$8,750.00 per MW of Capacity.
- ii) Notwithstanding anything to the contrary the annual payment referenced herein shall constitute the entire Annual PILOT Payment due to all taxing authorities in the jurisdiction and shall be apportioned pursuant to the applicable tax rates in place at the time of execution of said PILOT Agreement.
- iii) Notwithstanding anything to the contrary within this provision, the Annual PILOT Payment shall not include any special ad valorem levies and special assessments.

i) That the Annual Payment shall escalate two percent (2%) per year, starting with the second Annual Payment.

j. That if the Annual Payment is not paid when due, that upon failure to cure within thirty days, the Town of Greenville may cancel the PILOT Agreement without notice to the Owner, and the Solar Energy System shall thereafter be subject to taxation at its full assessed value.

§7. Severability

Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

§8. Effective Date

This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law, and shall apply to all solar energy systems constructed.

**TOWN OF GREENVILLE
RESOLUTION ESTABLISHING STANDARD WORKDAY FOR
ELECTED AND APPOINTED OFFICIALS**

BE IT RESOLVED, that the Town Board of the Town of Greenville hereby establishes the following as a standard workday for elected and appointed officials who do not participate in the employer time keeping system and will report days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the Clerk of this body:

ELECTED OFFICIALS 6 HOUR STANDARD WORK DAY

The following are newly elected/re-elected officials who are participating in the NYSLRS but do not participate in the employer's time keeping system:

Highway Superintendent	Michael Dudley	1/1/2022 – 12/31/2023
Town Clerk-Collector	Jessica K. Lewis	1/1/2022 – 12/31/2023
Councilman	Travis Richards	1/1/2022 – 12/31/2025

APPOINTED OFFICIALS 6 HOUR STANDARD WORK DAY

The following employees participate in the NYSLRS but do not participate in the employer's time keeping system:

Code Enforcement Officer	Mark Overbaugh	1/1/2022 – 12/31/2022
--------------------------	----------------	-----------------------

Motion made by: Councilman _____

Seconded by: Councilman _____

Carried: Ayes_____ Nays_____ Absent_____

Dated: June 6, 2022

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

(Rev.11/19)

Employer Location Code

3 0 5 5 0

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

BE IT RESOLVED, that the Town of Greenville / 30550 hereby established the following standard work days for these titles and will

(Name of Employer) (Location Code)
 report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Jessica K. Lewis			Clerk-Collector	1/1/2022-12/31/2023	6	23.86	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Travis Richards			Town Councilman	1/1/2022-12/31/2025	6	0.64	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Michael Dudley			Highway Superintendent	1/1/2022-12/31/2023	6	28.83	<input type="checkbox"/>	bi-weekly	<input type="checkbox"/>
Appointed Officials:									
Mark Overbaugh			Code Enforcement Officer	1/1/2022-12/31/2022	6	16.89	<input type="checkbox"/>	monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Jessica K. Lewis, secretary/clerk of the governing board of the Town of Greenville, of the State of New York,
 (Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 20 day of June, 2022

on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Greenville on this 20 day of June, 2022,
 (Name of Employer)

(Signature of Secretary or Clerk)
Affidavit of Posting: I, Jessica K. Lewis being duly sworn, deposes and says that the posting of the Resolution began on
06/21/2022 (Name of Secretary or Clerk)
 (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

- ☒ Employer's website at: www.townofgreenvillenyny.com
- ☒ Official sign board at: Town Hall 11159 State Rt 32 Greenville, NY 12083
- ☒ Main entrance Secretary or Clerk's office at: Town Clerk's Office Entrance at Town Hall

(seal)

Central Hudson Small Business
Direct Install Lighting Program

Energy Efficiency Proposal



Presented to:

T/O Greenville brown house
Paul Macko (Superintendent/Assistant
Superintendent)
Town Of Greenville.

Rt 32
Greenvl, NY, 12083
518-966-5055 xt 2
Pmackogrsuper@aol.com

Presented by:

Jim Cozza
Energy Service Representative

WILLDAN
123 Rombout Ave
Beacon, NY 12508
845-554-6206
jcozza@willdan.com

This proposal includes the following sections:

2 Scope of Work

3 Delivery Plan

4 Summary

5 Payment Options

10 Payment Information

Scope of Work

Customer: T/O Greenville brown house

Program Energy Efficiency Measures

Line	Location	Existing Measure		Proposed Measure		E
		Existing Type	Qty	Proposed Type	Qty	
1	Interior: Restrooms	A 2x4, 4-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (4) 4' RLED 4100K Lamps.	2	
2	Interior: Restrooms	A 2x2, 2- U-Lamp T12 Fluorescent Fixture	2	will be Retrofit with (2) 4' U-Bent RLED 4100K Lamps.	2	
3	Interior: Restrooms	A 60w Incandescent Fixture	2	will be replaced with an 8.8w Dimming LED A-Lamp.	2	
4	Interior: Large room	A 400w High Pressure Sodium Fixture	8	will be replaced with a LED 129W Susp Highbay, 5000K	8	
Auto	Interior: Large room	Lift Required for Installation	1	Articulating Lift Rental 2 Day	1	
Auto	Interior: Large room	Lift Required for Installation	1	Lift Delivery	1	

Annual Energy Savings 10.8

Peak Demand * 2.2

* 1000 Watts = 1 kW

The energy savings estimated in this proposal is not guaranteed. Energy savings in this proposal are an estimate based upon the use in each location, which are obtained by the Energy Advisor's observations and interviews with the Customer, as well as the work between the existing and proposed measures outlined in the scope. Changes in lighting hours of use, equipment, abnormal weather, or other external factors can impact your energy consumption.

Proposal Date: 05/23/2022

Proposal Provided By  WILLDAN

CH23383.8

Delivery Plan

Your Energy Savings - Simplified

By participating in this program your business has the opportunity to save energy and improve your bottom line. The Small Business Direct Install Lighting demonstrates Central Hudson's commitment to affordable, broad reaching solutions that simplify energy efficiency decisions for all customers. Our team's goal is to make the process of saving energy as easy as 1-2-3.

1. Preparation

Once the participation agreement is complete, your project is setup and equipment is ordered. The availability of the new equipment and the size of your project, orders typically arrive within 4 weeks.

2. Installation

Once the material arrives, your local installation contractor will call and schedule a convenient date. The day prior to your scheduled installation appointment, the installation contractor will call to confirm the appointment. On installation day, the contractor will review the scope of work requirements with you, and proceed to perform the installation with as minimal an impact as possible on your operations.

3. Completion

Upon completion of the work, the Contractor will request a signed Project Completion Form from you that the project was completed per the participation agreement and that you are completely satisfied with the results.

Support and Warranty

We are here to help every step of the way. To check in on the status of your project or request equipment warranty support, please call the Small Business Direct Install Lighting Team anytime at:

855-236-4832

The Small Business Direct Install Lighting team is committed to 100% customer satisfaction. We will send you a satisfaction survey to collect information on your overall experience. We are always striving to improve the program and your feedback is very important to us.

Thank you for your participation in the program and for your commitment to saving energy!

Summary

Your business could spend up to \$1,515 less on energy per year if you take advantage of our energy efficiency program with similar current conditions.

VALUE ADDED BENEFITS

- ✓ **Reduce**
Maintenance Costs
- ✓ **Enhance**
Employee Productivity
- ✓ **Increase**
Customer Comfort to Improve Sales
- ✓ **Improve**
Workplace Safety and Reduce Potential Hazards

EST. INCOME EXPECTED FROM ENERGY EFFICIENCY INVESTMENT

- \$ Savings after **1 Month** → \$
- \$ Savings after **1 Year** → \$1,515
- \$ Savings after **5 Years** → \$7,575

Total Upgrade Cost	
Utility Incentive (82%)	
Your Cost (18%)	
Est. Annual Savings*	
Est. Investment Payback**	
Est. 1st Yr Return on Investment	

*Estimated savings in dollars is based on a rate of \$0.10 applied to projected kWh savings amounts. See Scope for detailed breakdown of kWh energy savings.

** Estimated Investment Payback is the amount of time it takes to recover the project's investment through energy cost savings.

Proposal Date: 05/23/2022

Proposal Provided By



CH23383.8

Payment Options

Option 1: Lump Sum Payment

Est. Investment Payback*	
Est. 1st year return on investment	
Deposit (0%)	
Total Payment	\$0

* Estimated investment payback is the amount of time it is expected to take to recover the project's investment through energy savings, divided by the initial installed cost by the annual energy cost savings.

Proposal Date: 05/23/2022

Proposal Provided By:



CM22383.8

Participation Agreement

PARTICIPATING CUSTOMER

Business Name:	T/O Greenville brown house
Billing Address:	Po Box 38, Greenville, NY, 12083
Central Hudson Customer Name:	Town Of Greenville.
Facility Address:	Rt 32, Greenvl, NY, 12083
Phone:	518-966-5055 xt 2
E-Mail Address:	Pmackogrsuper@aol.com

WILLDAN ENERGY CO.

Name:	Jim Cozza
Title:	Energy Service Representati
Address:	123 Rombout Ave Beacon, N
Phone:	(845) 554-6206
E-Mail:	jcozza@willdan.com
Project Number:	CH23383.8



This Participation Agreement constitutes a contract between the individual or entity listed below in the box labelled Participating Customer (the Participating Customer) and Willdan Energy Co. (the "Company" and with the Participating Customer, a "Party" and together the "Parties"). By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Participation Agreement executed within 30 days.

The Participating Customer authorizes that the hours provided above are accurate for the establishment that this proposal was created for. A Third-Party Evaluator may contact the Participating Customer to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by Central Hudson.

PARTICIPATING CUSTOMER

Signature:

(Type Name)

Use mouse/touch

Date: 05/27/2022

Print Name: Paul Macko

Title: Superintendent/Assistant Si

The Participating Customer pays its cost contribution to Willdan Energy Co. ("Company") by (check one):



Lump Sum Payment. Initial Payment of \$0.00 upon signing this Participation Agreement, with the remaining balance of \$907 completion of the Work.



Extended Financing Option. Participating Customer payments over time will be made in accordance with Financing Agreements Participating Customer and Lender.

CERTIFICATION STATEMENT Participating Customer certifies that the information provided in this Participation Agreement is true and accurate and that they are in payment of the Central Hudson bill for the Central Hudson Customer Name and Facility Address referenced above. Participating Customer further certifies that the Participation Agreement have or will be installed in the Premises owned by the Participating Customer and the equipment installed will not be removed and resold. If all proceeds of the purchase price (as defined in the Extended Payment Terms and Conditions) will be used for commercial and not for consumer household or family. Participating Customer does not own the Premises. Participating Customer hereby represents and warrants that it has obtained all necessary consents and author including, without limitation, consent from the owner of the Premises. Participating Customer shall solely be liable for the Work done at the Premises, whether or not Customer, and the Company shall look solely to Participating Customer and not the owner of the Premises, for performance of Participating Customer's obligations. Participating Customer acknowledges that the rights in this Participation Agreement shall be binding upon Participating Customer's successors and permitted assigns. Participating Customer incorporates this Participation Agreement by reference in leases, sales contracts, or other similar documents relating to the end use and ownership of the Premises.

Proposal Date: 05/23/2022

Proposal Provided By



CH23383.8

Participation Agreement

1. Program and Measure Installation:

Willdon Co. (the "Company") will install, in a good and workmanlike manner, the measures described in the Scope of Work, (the "Measures"). The Company shall use commercially reasonable efforts to install the Measures within thirty (30) days of the participating customer (the "Participating Customer") signing this Small Business Direct Install Lighting Program Participation Agreement (this "Agreement"). The Company shall furnish all preliminary audit requirements, labor, equipment, materials and such other items reasonably required for the installation of the Measures (collectively, the "Work") unless noted as an exception on Proposed Scope of Work. The Work to be provided under the Small Business Direct Install Program (the "Program") is limited to work directly associated with the evaluation and installation of Measures and shall in no way include work by the Company in connection with the correction of any existing safety issues or building code violations, whether apparent or hidden, nor shall Company or the Installation Contractor be obligated to identify or notify Participating Customer of any such safety issues or building code violations. An independent contractor (the "Installation Contractor") shall be hired by the Company to install the Measures at Participating Customer's property (the "Premises"). The Installation Contractor shall permanently disable (make them unfit for reuse) all lamps replaced pursuant to this Participation Agreement. The disposal of any lighting equipment which is removed as a part of the Work will be the responsibility of the Company. When undertaking the installation, the Installation Contractor or the Company, at their sole discretion, may choose not to make the installation of the Measures for reasons related to safety, health concerns, code violations, discovery of unforeseen conditions, the presence of asbestos or other reasons that may result in higher than anticipated installation costs. Notwithstanding anything to the contrary herein, the Company reserves the right to amend or rescind and terminate the offer set forth in this Agreement at any time, including after the execution of this Agreement, if in the Company's sole discretion, the cost, timing or availability of products or services regarding this Agreement changes or if there are changes materially that require Measures that are not approved for the Program Incentives. The Company shall provide the Participating Customer notice of such amendment or rescission and termination by email, in person, or by phone. All Work shall be performed during normal business hours, Monday through Friday unless the Participating Customer, Company and Installation Contractor agree otherwise. In this case the Company shall not be entitled to any additional compensation for Work performed outside of such normal business hours unless agreed to in writing between the Company and Participating Customer. The Company shall use commercially reasonable efforts to make timely delivery and installation of equipment. In no event will the Company be responsible for lost or reduced savings or financial incentives due to delays in completion of the Work. In the event that the Work spans multiple days, the Installation Contractor may store equipment and materials at the Participating Customer's facility. Title to equipment and material shall remain with the Company until it is fully paid for by Participating Customer. Risk of loss for equipment and material shall pass to Participating Customer at the time equipment and/or material is delivered to the Premises. Customer shall provide Company and Installation Contractor with reasonable access to all necessary areas of the Premises during agreed upon days and hours.

The Company or Installation Contractor may discover a condition at the premises that prohibits installation of certain Measures, a condition that requires installation of additional measures, and/or a condition that requires different quantities of certain Measures. These additional Measures may include Measures that were omitted from the original Proposed Scope of Work due to certain conditions including but not limited to missed rooms, miscounts, code violations, or other unforeseen omissions, collectively to be known as "the Amended Measures." In the event that the Company or Implementation Contractor discovers a condition that requires Amended Measures, the participating Customer hereby consents to allow Company to install or cause to be installed (through the Installation Contractor) such Amended Measures without further notice to or authorization from Participating Customer, provided that the installation of the Amended Measures does not increase the cost of the Measures plus the Amended Measures ("Total Cost", and less the amount of the utility incentive to be paid on behalf of Participating Customer, "Participating Customer Cost") by more than ten percent (10%). Following the installation of any Amended Measures, the Company shall provide the Participating Customer with a Revised Scope of Work that lists the Amended Measures and their corresponding energy savings metrics. In the case of a Measure that was not installed due to a condition on or at the Premises, the Revised Scope of Work shall note that such Measure was not installed. In the event that the installation of any Amended Measures will increase the Total Cost by more than ten percent (10%), then Company shall notify the Participating Customer and shall obtain written approval from the Participating Customer before proceeding with or directing any installation of the Amended Measure(s).

If the actual cost at completion of the installation is less than the estimated cost, or if the Company chooses not to install Measures in accordance with this agreement, the Company shall adjust the Total Cost accordingly. If the Participating Customer has selected an Extended Payment Option, the customer's monthly payment shall be adjusted to reflect any applicable decrease in the total amount due from Participating Customer.

2. Warranty and Disclaimers:

The Company shall provide the following warranties against: 1) workmanship, unless caused by the action or inaction of the agents, subcontractors, vendors or such other party under the Company's control.

- a. Workmanship Warranty** - The Company shall warranty all of one (1) year from the completion date of the Work. Part remedy with respect to such warranty shall be Company's installation.
- b. Material Warranty** - For all material defects the Company's material warranty periods provided by the manufacturer or equipment installed by Company at the Premises as per Company will act on the Participating Customer's behalf and credit for any material or equipment that fails within the Manufacturer's warranty periods for eligible equipment for as follows: Lamps - 1 year; LED Exit Signs - 10 years; B1 year; Occupancy Sensors - 5 years; LED lamps - 5 years; LI (depending on type/manufacturer); LED wall packs - 5 to 7 years/manufacturer; LED Screw-ins - 5 years
- c. Energy Savings Disclaimer** - Neither Central Hudson nor the installed Measures will save any level of energy or Customer's electric utility bill. For lighting improvements, energy savings displayed in this Agreement are calculated based on the Proposed Scope of Work multiplied by per foot that were indicated at the time of the energy assessment.

The Company makes no warranties, whether express or implied, including without limitation, all warranties with respect to merchandising or product purpose.

Dimmer Disclosure: LED's proposed for installation on lighting circuit as detailed in the scope of work under this contract, may require compatible dimmer(s). Willdon does not guarantee operation of currently operated by existing dimmer(s), nor their compatible dimmer(s), and is not responsible for any costs incurred by a installation thereof.

Construction or Product Warranty Questions

For participating SBDI customers, please call 1-855-236-4632 for a and/or warranty related issues.

3. Confidentiality:

Without limiting the generality or specificity of any other prior Agreement or any other agreement between Participating Customer and any subcontractor of Company's agrees to comply with all regulations regarding the use, disclosure, protection and identifiable information ("PII") that Company creates or receives in Hudson relating to the Work. Company shall only use PII for the purpose and will not use or disclose PII for any other purpose, including Com

Except to the extent necessary to provide the Work, Company shall de-identified or aggregated data without prior written consent of Company shall comply with and conform to recognized standards and best practices regarding information security relating PII. Company will use and disclose only the minimum necessary in the intended purpose of the Work. Company will employ administrative safeguards to prevent the unauthorized use, insecure disclosure. Upon completion of the Work, Company shall return or destroy all and certify in writing to the Participating Customer that such return Company will immediately report to Participating Customer any incident involving any systems containing PII and any use, disclosure PII not authorized under the Participation Agreement. Company Participating Customer in response to any such incident. Company Customer and fully cooperate with Participating Customer in response questions regarding Company's or Central Hudson's privacy practices shall comply with all privacy and security policies relating to PII of Central Hudson and Participating Customer and their respective agents, affiliates, distributors, franchisees and employees against lawsuit, claim, demand, damage, expense, or cost, including (including allocated costs for in-house legal services) ("Liabilities") omission related to or a failure of Company to comply with the Participation Agreement. In the event of any conflict between the PII this section and any other indemnification provision(s) in the PII indemnity provision more specific to the Liabilities shall apply.

Proposal Date: 05/23/2022

Proposal Provided By



CH23383.8

payment due is not paid for three (3) consecutive periods is greater or equal to the sum of three (3) minimum determinable periods of time. Said account is in default if: (a) the total portion (all past due and future amounts) of the Account Balance in addition to a Monthly Service Fee (1.50% of the total past due Account Balance, A Returned amount of \$50.00 will be charged to your Account by Wilder your Account, either by: credit card, ACH, check or other Wilder unpaid and or dishonored. Upon receipt complete original scope of work and associated costs will be due. The close out process and reflection in the Account Balance required changes to be made to the Project Terms and Conditions. The total amount of the Project Terms and Conditions decreased due to and in accordance with Section 1 here due from Customer be increased or decreased pursuant to understands that his/her monthly payment (if Customer is Extended Payment Options will be automatically increase

u. **Manufacturer Warranty** - For all materials/electrics the Company will pass through the material warranty periods provided by the manufacturer or distributor of any material or equipment installed by Company at the Premises as part of the Work. The Company will act on the Participating Customer's behalf to get replacement product or credit for any material or equipment that fails within the warranty period. Manufacturer warranty periods for eligible equipment from the date of installation are as follows: Lamps - 1 year; LED Exit Signs - 10 years; Ballasts - 5 years; Fixtures - 1 year; Occupancy Sensors - 5 years; LED lamps - 5 years; LED fixtures - 5 to 10 years (depending on type/manufacturer); LED wall packs - 5 to 10 years (depending on type/manufacturer); LED Scones - 5 years.

c. If you have not paid your Lump Sum Account Balance in full within 45 days from the completion of the project, as determined by Willdan your account is in default. If you are in default, you will forfeit any previously agreed upon discounts, including Lump Sum pricing, and must immediately pay your total portion of the unpaid installment pricing project cost Account Balance in addition to a monthly Service (Finance) Charge fee equal to 1.50% of the Account Balance. If the minimum installment

the adjusted (increased or decreased) total amount due at payment term. Customer hereby consents to and agrees his/her monthly payment obligation without further notice.

d. Customer also acknowledges that the total amount due if increased (or decreased) due to and in accordance with the total amount due from Customer be increased or decreased. Customer understands that his/her monthly payment (one of the Extended Payment Options) will be automatically to reflect the adjusted (increased or decreased) total amount payable payment term. Customer hereby consents to an adjustment in his/her monthly payment obligation without Company.

e. Participating Customer shall pay Company all costs and reasonable attorney fees and/or collection agency fees if past due amounts.

Proposal Date: 05/23/2022

Proposal Provided By



CH23263.8

Payment Information

Participation Customer: TOWN OF GREENVILLE

Phone Number: 518-966-5055 x12

Facility Address: Rt 32, Greenvl, NY, 12083

Email Address: Pmackogrsuper@aol.com

Thank you for allowing Willdan Energy Co. ("Willdan") to assist you with your energy efficiency project. We want to make payments under your payment plan as easy as possible for each customer. Deposits and Lump Sum payments to Willdan. We offer multiple ways to pay:

DEPOSIT: If a deposit was required by your Program Agreement or Energy Savings Agreement, you will pay a deposit to your Program Agreement or Energy Savings Agreement. This deposit amount will be deducted from the total cost of the Authorization Form will apply to any other amounts owed under your Program Agreement or Energy Savings Agreement.

MAKING PAYMENTS: You have a number of ways to make your payments to Willdan. These payment methods will depend on the option that you chose in your Program Agreement or Energy Savings Agreement. Your selection will be shown on your Form.

LUMP SUM PAYMENTS: If you elected to pay Willdan in a lump sum, you have a number of ways of making your payment. Payments invoiced by Willdan for the amount due. Payments can be made using:

- A Paper Check: Mail your check to the following address and include your Project Number in the memo line.
Willdan Accounts Receivable
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806
- Willdan's Online Payment Portal: Access to Willdan's online payment portal will be emailed to the email address you provided. Payment can be made using our online portal by credit or debit card, or an ACH transfer from your bank account.
- Willdan's Payment by Phone Service: You can call Willdan to set up a payment by credit or debit card, or an ACH transfer from your bank account. To make payment arrangements by phone, please call 1-833-729-5463 during normal customer service hours (9 a.m. ET to 5:00 p.m. ET, each business day).

All electronic payments are subject to the following Payment Terms and Conditions:

- By arranging electronic payments, you hereby represent that you authorize Willdan Energy Co., its agents, successors, and assigns hereinafter called "we," "us," or "Company" to initiate debit entries to your card or bank account, at the bank designated by you. You represent that you are an authorized signer on the account or card that you provide for payment. You authorize us to debit your card or account for each payment owing under your Project Proposal, the Program Participation Agreement (including any payment plan terms), the Energy Savings Agreement (including any payment plan terms), and the Completion Form (collectively, the "AGREEMENTS," which incorporate any change orders or changes incorporated into the Completion Form). Your authorization will include the right to debit your card or account for all amounts due under the AGREEMENTS (or such lesser or greater amount as may be owing) including any returned payment charge, insufficient funds charge, or any amounts owing under the AGREEMENTS because of your default. You acknowledge that the origination of debit entries to your account must comply with the provisions of U.S. law and the various network rules.
- You understand and acknowledge that you may terminate an electronic payment authorization by notifying us in writing in a manner as to afford us and your bank/credit union a reasonable opportunity to act on it. In no event will we be bound by an authorization with less than five (5) days' notice. Any revocation will have no effect on payments previously made.
- IF YOU ELECT TO TERMINATE A PAYMENT AUTHORIZATION WITHOUT PROVIDING UPDATED PAYMENT INFORMATION, YOU WILL BE IMMEDIATELY INVOICED FOR THE LUMP SUM PAYMENT AMOUNT SHOWN IN THE LUMP SUM PAYMENT AMOUNTS YOU PREVIOUSLY PAID.
- For payments you arrange electronically, you understand that because these are electronic transactions, if a payment is withdrawn from your account or card as soon as the listed payment date. In the case of an ACH transaction being returned for insufficient funds ("NSF"), I understand that Willdan may, at its discretion, attempt to process the charge again within 10 business days and agree to an additional \$50.00 charge (or the maximum amount allowed by your state's law) for each attempt which will be initiated as a separate transaction from the authorized recurring payment.

Proposal Date: 05/23/2022

Proposal Provided By



CH23383.2

Payment Information

- A RETURNED PAYMENT FEE OF \$50.00 WILL BE CHARGED IF ANY PAYMENT IS RETURNED AS UNPAID, DISHONORED, OR INSUFFICIENT FUNDS.

PAYMENT PLANS OR EXTENDED FINANCING: If you elected to pay under a payment plan or extended financing arrangement are contained in your Financing Agreement with the Lender. The payment plan or extended financing you see on the Project Completion Form. You are responsible for making all payments under the Program Agreement or Energy directly to the Lender.

Proposal Date: 05/23/2022

Proposal Provided By



WILLDAN

CH23383.8



Certificate of Capital Improvement

S

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor. Copies of this certificate must be furnished to all subcontractors on the job as part of their records.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials exempt from tax.

Name of contractor (print or type) Willden Energy Co.			Name of customer (print or type) TOWN OF GREENVILLE.	
Address (number and street) 31A Elk Terminal			Address (number and street) RT382	
City Buffalo	State NY	ZIP code 14204	City GREENVL	State NY
Sales tax Certificate of Authority number (if any)				

To be completed by the customer

Describe capital improvement to be performed:

ENERGY EFFICIENCY UPGRADE

Project name CH23383.8			
Street address (where the work is to be performed) SAME AS ABOVE		City	State

I certify that:

- I am the (mark an X in one) ☐ owner ☐ tenant of the real property identified on this form; and
- the work described above will result in a capital improvement to the real property as outlined in the instructions of this
- this contract (mark an X in one) ☐ includes ☐ does not include the sale of any items that will not become a part of the real property (for example, a free-standing microwave or washing machine).

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property if it is determined that this work does not qualify as a capital improvement; and
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated service) installed by the contractor does not become a permanent part of the real property; and
- I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

Signature of customer (Type Name)	Title Title	Date
--------------------------------------	----------------	------

Use mouse/touch

To be completed by the contractor

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above, accept this form in good faith. (A copy of the written contract, if any, is attached.) I understand that my failure to collect or accept an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer 	Title Sr. Vice President	Date
--	-----------------------------	------

This certificate is not valid unless all entries are completed.

Instructions

When the customer completes this certificate and gives it to the contractor, who accepts it in good faith, it is evidence that the work to be performed will result in a capital improvement to real property.

A capital improvement to real property is an addition or alteration to real property that:

- (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property, and
- (b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, and
- (c) is intended to become a permanent installation.

The work performed by the contractor must meet all three of these requirements to be considered a capital improvement. This certificate may not be issued unless the work qualifies as a capital improvement. See Tax Bulletin *Capital Improvements* (TB-ST-104).

If a contractor performs work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement. No credit or refund is allowed for the tax paid on the cost of materials by the contractor. See Tax Bulletin *Contractors - Sales Tax Credits* (TB-ST-130).

For guidance as to whether a job is a repair or a capital improvement, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

A contractor, subcontractor, property owner, or tenant, may not use this certificate to purchase building materials or other tangible personal property tax free. A contractor's acceptance of this certificate does not relieve the contractor of the liability for sales tax on the purchase of building materials or other tangible personal property subsequently incorporated into the real property as a capital improvement unless the contractor can legally issue Form ST-120.1, *Contractor Exempt Purchase Certificate*. (See Publication 862 for additional information.)

The term *materials* is defined as items that become a physical component part of real or personal property, such as lumber, bricks, or steel. This term also includes items such as doors, windows, sinks, and furnaces used in construction.

Floor covering

Floor covering such as carpet, carpet padding, linoleum and vinyl roll flooring, carpet tile, linoleum tile, and vinyl tile installed as the initial finished floor covering in new construction, a new addition to an existing building or structure, or in a total reconstruction of an existing building or structure, constitutes a capital improvement regardless of the method of installation. As a capital improvement, the charge to the property owner for the installation of floor covering is not subject to New York State and local sales and use taxes. However, the retail purchase of floor covering (such as carpet or padding) itself is subject to tax.

Floor covering installed other than as described above does not qualify as a capital improvement. Therefore, the charges for materials and labor are subject to sales tax. The contractor may apply for a credit or refund of any sales tax already paid on the materials.

The term *floor covering* does not include flooring such as ceramic tile, hardwood, slate, terrazzo, and marble. The rules for determining when floor covering constitutes a capital improvement do not apply to such flooring. The criteria stated in (a), (b), and (c) above apply to such flooring.

Temporary facilities at construction sites

Subcontracts to provide temporary facilities at or near a construction site that are necessary for the construction of a capital improvement are considered to be part of the capital improvement. Examples of temporary facilities include temporary:

- heat, electric, or plumbing services;
- protective pedestrian walkways; and
- scaffolding services.

A primary contractor purchasing qualifying temporary facilities from a subcontractor must give the subcontractor Form ST-124 issued to the primary contractor by the customer (including a customer that is an exempt organization) to purchase the subcontractor's services exempt from sales tax.

A certificate is accepted in good faith when a contractor has knowledge that the certificate is false or is fraudulent and reasonable ordinary due care is exercised in the use of the certificate.

If a contractor gets a properly completed Form ST-124 from a customer within 90 days after rendering services in good faith, the customer bears the burden of proof that the transaction was not taxable.

If you are a contractor who installs items such as machines, clothes dryers, dishwashers, refrigerators, etc., which when installed or placed in real property become part of the real property, you must collect sales tax on the charge for the installation. The individual charge for the installation is also taxable as the sale of tangible personal property.


If a contractor does not get a properly completed Form ST-124 from a customer within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement. The failure to get a properly completed Form ST-124, however, does not change the taxable status of a transaction. A contractor may still show that the transaction was a capital improvement.

Contractors and subcontractors must keep any certificate for at least three years after the date of return to which it relates, or the date the return was filed. The contractor must also maintain a method of an exempt sale made to a particular customer with the certificate on file for that customer.

Need help?


Visit our website at www.tax.ny.gov to:

- get information and manage your taxes
- check for new online services and information

 Telephone assistance
Sales Tax Information Center:

To order forms and publications:

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY):

 Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have any questions about special accommodations for persons with disabilities, please call the information center.

Privacy notification

See our website or Publication 54, *Privacy Notice*.



123 Rombout A
Beacon, NY

Hours Validation Form

Customer Name Paul Macko CH Number/CenHud Account 1636057501
Customer Phone 518-966-5065 xt 2 Email Pmacko@supen@aol.com

Business Name TOWN OF GREENVILLE
Business Address RT32
City GREENVL State NY Zip 12083

Sunday _____
Monday _____
Tuesday _____
Wednesday _____
Thursday _____
Friday _____
Saturday _____



Weekly Hours

I authorize that the hours provided above are accurate for the establishment that this proposal was created for. I am aware that a Third Party Evaluator may contact me to verify the provided hours of operation. If it is found that the hours differ, it may impact the incentive given for the project by CenHudson.



Customer Signature (Type Name) Date 05/27/2022
Use mouse/touch

Print Name Paul Macko

GREENVILLE SUMMER CONCERTS

The Gazebo at Veterans Park
Corner Routes 32 & 81
All Shows 6-7:30pm

- JULY 12 **LUSTRE KINGS**
American Rock n' Roll
- JULY 19 **MOONSHINE MULE**
Bluegrass
- JULY 26 **DUSK 'TIL DAWN**
Country/Pop
- AUG 2 **GET UP LITTLE JACK**
Irish/Pop
- AUG 9 **NEW YORK PLAYERS**
Top 40, R&B, Big Band
Swing, Ballads, Motown
- AUG 16 **IN THE DUST**
Country/Pop
- AUG 23 **BRAD MONKELL QUARTET**
Jazz Funk

50/50 Raffles

Food Truck for
Outside Concerts

FREE! Just Bring a Lawn Chair!

Concerts move inside Paves Hall next to the library in the event of rain.

Sponsored by Community Partners of Greenville (CPOG), the Town of Greenville & Stewart's Shops

This project is made possible with funds from a Statewide Community Regrant and a mini Restart NY Regrant. Both are programs of the New York State Council of the Arts with the support of Governor Kathy Hochul and the NYS Legislature and administered in Greene County by the Greene County Council on the Arts dba Create Council on the Arts.

GREENVILLE SUMMER CONCERTS

The Gazebo at Veterans Park
Corner Routes 32 & 81
All Shows 6-7:30pm

- JULY 12 **LUSTRE KINGS**
American Rock n' Roll
- JULY 19 **MOONSHINE MULE**
Bluegrass
- JULY 26 **DUSK 'TIL DAWN**
Country/Pop
- AUG 2 **GET UP LITTLE JACK**
Irish/Pop
- AUG 9 **NEW YORK PLAYERS**
Top 40, R&B, Big Band
Swing, Ballads, Motown
- AUG 16 **IN THE DUST**
Country/Pop
- AUG 23 **BRAD MONKELL QUARTET**
Jazz Funk

50/50 Raffles

Food Truck for
Outside Concerts

FREE! Just Bring a Lawn Chair!

Concerts move inside Paves Hall next to the library in the event of rain.

Sponsored by Community Partners of Greenville (CPOG), the Town of Greenville & Stewart's Shops

This project is made possible with funds from a Statewide Community Regrant and a mini Restart NY Regrant. Both are programs of the New York State Council of the Arts with the support of Governor Kathy Hochul and the NYS Legislature and administered in Greene County by the Greene County Council on the Arts dba Create Council on the Arts.

Household Hazardous Waste Collection

July 9, 2022

8:00am-1:00pm

Windham Town Highway Garage – 83 County Rt 21/Mitchell Hollow Rd.

October 9, 2022

8:00am-1:00pm

Athens – Greene County Highway Garage – 10037 Rt 9W Athens

Jessica Lewis

From: Ryan Wilson <rwilson@edmundsgovtech.com>
Sent: Wednesday, June 15, 2022 12:02 PM
To: Jessica Lewis
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Hi. The active PC list we have is:

ASSESSOR01
ASSESSOR-LT2
BOOKKEEPER01
BUILDING01
HIGHWAY01
Supervisor1
* TOGSpare1
TOWNCLERK01
TOWNCLERK2
WATERMAINT01
WATERSUPER

Ryan Wilson

IT Services Team Lead

Edmunds GovTech

609.645.7333

www.EdmundsGovTech.com

itsupport@edmundsgovtech.com

From: Jessica Lewis <townclerk@townofgreenvillenyny.com>
Sent: Wednesday, June 15, 2022 9:35 AM
To: Ryan Wilson <rwilson@edmundsgovtech.com>
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Hi Ryan,

Is it possible for you to send me a list of the specific devices included in the quote?

Thank you,

Jessica Lewis

Town Clerk-Collector

Town of Greenville

PO Box 38 / 11159 State Route 32

Greenville, NY 12083

P: (518)-966-5055 ext. 5

F: (518)-966-4108

From: Ryan Wilson [<mailto:rwilson@edmundsgovtech.com>]

Sent: Tuesday, June 14, 2022 2:31 PM

To: Jessica Lewis
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Hi

Looks like the bookkeeper was the only one we found with 2013 and it would be best to update that now as you suggested.

Attached is a PDF with the latest price. Let me know if you have any questions.

Ryan Wilson

IT Services Team Lead

Edmunds GovTech

609.645.7333

www.EdmundsGovTech.com

itsupport@edmundsgovtech.com

From: Jessica Lewis <townclerk@townofgreenvillenyny.com>
Sent: Monday, June 13, 2022 11:52 AM
To: Ryan Wilson <rwilson@edmundsgovtech.com>
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Perfect, thank you so much

Jessica Lewis

Town Clerk-Collector

Town of Greenville

PO Box 38 / 11159 State Route 32

Greenville, NY 12083

P: (518)-966-5055 ext. 5

F: (518)-966-4108

From: Ryan Wilson [<mailto:rwilson@edmundsgovtech.com>]
Sent: Monday, June 13, 2022 11:51 AM
To: Jessica Lewis
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Our dashboard only shows one computer running 2013 but we can look deeper.
The final count should only be 11 computers.

I will get back to you on what I find.

Ryan Wilson

IT Services Team Lead

Edmunds GovTech

609.645.7333

www.EdmundsGovTech.com

itsupport@edmundsgovtech.com

From: Jessica Lewis <townclerk@townofgreenvillenyny.com>
Sent: Monday, June 13, 2022 9:09 AM
To: Ryan Wilson <rwilson@edmundsgovtech.com>
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Hi Ryan,

An updated quote would be much appreciated. I also was wondering if we should be updating those who are running Microsoft 2013 as well? I believe some of the building/assessing depts have that on their computers..

Thank you,

Jessica Lewis

Town Clerk-Collector
Town of Greenville
PO Box 38 / 11159 State Route 32
Greenville, NY 12083
P: (518)-966-5055 ext. 5
F: (518)-966-4108

From: Ryan Wilson [<mailto:rwilson@edmundsgovtech.com>]
Sent: Thursday, June 9, 2022 2:00 PM
To: Jessica Lewis
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Hi
I got your message about updating the software for the town PCs
Do you need an updated quote for Office 2019?

Ryan Wilson

IT Services Team Lead
Edmunds GovTech
609.645.7333
www.EdmundsGovTech.com
itsupport@edmundsgovtech.com

From: Jessica Lewis <townclerk@townofgreenvillenyny.com>
Sent: Friday, May 6, 2022 9:26 AM
To: Ryan Wilson <rwilson@edmundsgovtech.com>; 'Paul Macko' <pmacko@townofgreenvillenyny.com>
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Hi Ryan,

I am sorry for the delay on this and I appreciate the reminder. I am not sure that this was presented when Dave sent the original message back in September but I have added it to our Board Meeting Agenda for May 16th.

Jessica Lewis

Town Clerk-Collector
Town of Greenville

PO Box 38 / 11159 State Route 32
Greenville, NY 12083
P: (518)-966-5055 ext. 5
F: (518)-966-4108

From: Ryan Wilson [<mailto:rwilson@edmundsgovtech.com>]
Sent: Thursday, May 5, 2022 12:55 PM
To: 'Paul Macko'
Cc: Jessica Lewis
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Good afternoon.

Following up on this email from earlier this year. We have few IT items we recommend the Town upgrade or update this year. The one mentioned below is the version of Microsoft Office. Most of the computers at Town hall are still using Office 2010. This product is no longer supported or maintained by Microsoft. We strongly recommend you move to Office 2019. There are roughly 10 computers that would need it, and the license is \$198 per computer.

Let me know if you have any questions.

Ryan Wilson
IT Services Team Lead
Edmunds GovTech
609.645.7333
www.EdmundsGovTech.com
itsupport@edmundsgovtech.com

From: Ryan Wilson
Sent: Tuesday, March 1, 2022 4:34 PM
To: 'Paul Macko' <pmacko@townofgreenvilleny.com>
Cc: Jackie Park <townclerk@townofgreenvilleny.com>
Subject: RE: T/Greenville 2022 IT Budget Recommendations and Report

Good afternoon. I am following up on the email we sent over last year. There were a few items we suggested the town should budget for. one of them is an updated version of Office. We will prepare a quote and send it your way. If you have any questions on this, let me know.

thanks

Ryan Wilson
IT Services Team Lead
Edmunds GovTech
609.645.7333
www.EdmundsGovTech.com
itsupport@edmundsgovtech.com

From: Dave Vitti <dvitti@edmundsgovtech.com>
Sent: Wednesday, September 15, 2021 6:17 PM
To: Jackie Park <townclerk@townofgreenvilleny.com>; 'Paul Macko' <pmacko@townofgreenvilleny.com>

Cc: Ryan Wilson <rwilson@edmundsgovtech.com>

Subject: T/Greenville 2022 IT Budget Recommendations and Report

Hi Jackie and Paul,

Hope all is going well and you have enjoyed the Summer down in Greenville!

Please find the 2022 Budget Recs and Report attached for your review.

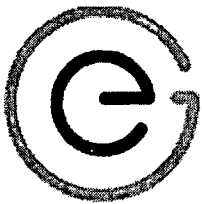
As for our recommendations. We strongly urge the Town to address the Windows-7 PC's in Town Hall. Microsoft ended life for Windows 7 almost 2 years ago. So they do not have any security patches since. Which means, they are vulnerable. Windows10 and new hardware is necessary. We will continually have to address in future fiscal years but this is somewhat of a risk now that Windows7 support has ended almost 2 years ago. The quicker we eliminate Windows7 from the network, the better.

Please review the attached document at your convenience and send it on to the Comptroller/Finance. I wasn't sure whom else to send this to? Please let me know who else is should have included on this, if anyone. And of course, let us know if you have any questions. We understand there are always fiscal restraints. Let us know what you can and want to do in 2022.

Looking forward to talking further with you.

Any questions please feel free to respond via email or phone. My extension is below in my signature.

Enjoy the remainder of Summer and September! Fall is coming!



Dave Vitti

Business Development

Managed IT Services

Edmunds GovTech

609.645.7333 x2215

www.EdmundsGovTech.com



Sign up for our IT Blog!

Learn more about our Managed IT Services!



Sales Proposal prepared for Greenville Town, NY

Prepared by: Ryan Wilson, Team Lead

Proposal Date: 06/09/2022

Expiration Date: 07/15/2022

Software	Amount
Microsoft Office Desktop Apps (11) – Office 2019	\$2,189.00
Total:	\$2,189.00

Labor	Amount
Managed IT Service Hours (1) <i>All one-time Managed IT service hours are billed at an hourly rate of \$150/hr.</i>	\$150.00
Total:	\$150.00

Grand Total: \$2,339.00

This quote is for an updated version of MS Office for 11 computers at Town Hall

All invoices are payable with Net 30 terms.



Please return executed Sales Orders
via DocuSign or Email to:
Edmunds GovTech
SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com

Quote #: 00004299
Greenville Town

Supervisor

Date



VETERANS AND MILITAR FAMILIES RESOURCE FAIR

Hosted by Senator Michelle Hinchey
in partnership with Assemblyman Chris Tague,
Greenville American Legion Post 291,
and Greene County Veterans Service Agency

Join Senator Michelle Hinchey and various nonprofit and government organizations for a veterans resource fair featuring programs and services available to our veteran community, including health, employment, and housing resources.



**Thursday, June 23, 2022
3:00 PM - 5:00 PM**

**Greenville American Legion Post 291
54 Maple Avenue, Greenville, NY 12083**

Town of Greenville Town & County 2022 Collection Summary

Transactions Entered on 05/01/2022 thru 05/31/2022

← pd Joanne on these

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Town & County 2022	371351.57	8320.05	0.00	66.00	4368932.34
Totals:	371351.57	8320.05	0.00	66.00	4368932.34

Collection Statistics:

Number of Postings:	85
Percentage Collected:	8%
Number of Adjustments:	0
Number of Voids:	2
Number of Returned Payments:	2
Number Refunded Duplicate Pmnts:	0
Total Refunded:	0.00
Notice Handling Fees Collected:	66.00

Received Via:	
On-Line:	15
Mail:	59
Counter:	10

Cash:	551.81
Check:	337204.02
Other:	42143.88
Total:	379899.71
Minus Duplicate/Over Payments:	162.09
	379737.62
Taxes:	371351.57
Penalty:	8320.05
Surcharge:	0.00
Ret. Check Fees:	0.00
Notice Fees:	66.00
Total:	379737.62
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
	379737.62

Other Payment Type Breakout:

Money Order:	1	2200.00
Online Payment:	15	39943.88

Account#	Account Description	Fee Description	Qty	Local Share
	Conservation	Conservation	3	6.18
		Sub-Total:		\$6.18
A 1255	MARRIAGE LIC.	MARRIAGE LICENSE FEE	5	87.50
		Sub-Total:		\$87.50
A 2130	MISC. FEES	Recycling	12	3,124.50
		Sub-Total:		\$3,124.50
A 2555	PERMIT FEES	Building	10	1,260.50
		Sub-Total:		\$1,260.50
A1603	Registrar Fees	Certified Copies	7	230.00
		Sub-Total:		\$230.00
A2544	Dog Licensing	Female, Spayed	13	117.00
		Female, Unspayed	2	34.00
		Male, Neutered	9	81.00
		Male, Unneutered	2	34.00
	Late Fee	Late Fee	2	50.00
	Seniors, 65 and older	Seniors, 65 and older	2	-6.00
		Sub-Total:		\$310.00
		Total Local Shares Remitted:		\$5,018.68
Amount paid to:	NYS Ag. & Markets for spay/neuter program			34.00
Amount paid to:	NYS Environmental Conservation			105.82
Amount paid to:	State Health Dept. for Marriage Licenses			112.50
Total State, County & Local Revenues:	\$5,271.00	Total Non-Local Revenues:		\$252.32

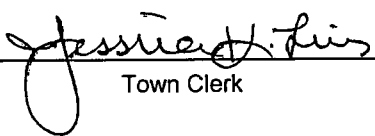
To the Supervisor:
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jessica K. Lewis, Town Clerk, Town of Greenville during the period stated above, in connection with my office, excepting only such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

Supervisor

Date

Town Clerk

Date

 6/2/22

To the TOWN BOARD of the TOWN OF GREENVILLE

of May 20 22

of May 20 22

TOTAL	\$32,920.89
-------	-------------

Dated: 5/31, 2022

Town of Greenville

Supervisor

To the TOWN BOARD of the TOWN OF GREENVILLE

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

of May 20 2

TOTAL	\$125,925.42
-------	--------------

Dated: 5/31, 20 22

Town of Greenville

Supervisor