Town of Greenville

TOWN BOARD MEETING TENTATIVE AGENDA December 21, 2015

Public hearing, Dog Law changes 6:30 pm Bill Paying, with Regular monthly meeting to follow 7:00 pm Approval of minutes: 11/16 and 11/30 **OLD BUSINESS** a) Highway b) Buildings and Grounds c) Code Enforcement d) Sewer e) Water Report f) Recycling g) Planning Board Report h) Dog Control Officer i) Beautification Committee Report **NEW BUSINESS** a) Columbia-Greene Humane Society 2016 contract b) Soccer and ball field proposal, Jason Kappel c) Waste water project amendments d) Misc Open Meeting Supervisors Report Upcoming scheduled meetings: Organizational meeting, January _____, 2016 at _____pm Town Board Meetings: Regular monthly meeting, January 18, 2016 at 7:00 pm

LOCAL LAW #3 OF 2015 LICENSING, REGULATING AND CONTROLLING THE ACTIVITIES OF DOGS TOWN OF GREENVILLE

Be it enacted by the Town Board of the Town of Greenville, County of Greene, New York:

SECTION 1. PURPOSE.

The Purpose of the law shall be to preserve public peace and good order in the Town of Greenville and to promote the public health, safety and welfare of its people by enforcing regulations and restrictions on the activities of dogs that are consistent with the rights and privileges of dog owners and the rights and privileges of other citizens of the Town of Greenville. Further it necessary to enact a local law to address the licensing of dogs in lieu of the State of New York's recent mandate that dog licensing become a local government function on January 1, 2011. The purpose of this Local Law is to provide for the licensing and identification of dogs, the control and protection of the dog population and the protection of person, property, and domestic animals from dogs.

SECTION 2. DEFINITIONS.

AT LARGE - The term at large shall mean an unleashed dog off the premises of the owner.

CUSTODIAN - person having possession or guardianship of any dog who is not the owner of the dog.

DOG - includes male and female, licensed and unlicensed members of the species Canis familiarias.

DOG CONTROL OFFICER – any individual appointed by the Town of Greenville to enforce any and all New York State Agriculture and Markets Laws and Local Laws regulating animals, including dogs.

HARBOR- to provide food and/or shelter to any dog.

IDENTIFICATION TAG - tag issued by the Town of Greenville which sets forth the identification number assigned to a specific dog and such other information as the Town of Greenville deems appropriate.

IDENTIFIED DOG - any dog carrying an identification tag as required by this Local Law.

LEASHED - restrained by a leash, attached to a collar or harness of sufficient strength to restrain the dog and which shall be held by a person having the ability to control the dog.

LICENSE EXPIRATION DATE - the expiration date as noted on the dog license issued by the Town of Greenville.

OWNER—any person who keeps, harbors, or has custody, care or control of a dog. Dogs owned by minors shall be deemed to be in custody and control of parents or other head of the household where the minor resides. Any person harboring a dog for a period of one week shall be deemed to be the owner of the dog for the purpose of enforcing this local law.

OWNER OF RECORD- the person in whose name any dog was last licensed pursuant to this local law, except that if any license is issued on application of a person under eighteen years of age, the owner of record shall be deemed to be the parent or guardian of such person. Any person owning or harboring a dog for a period of one (1) week in the Town of Greenville shall be held and deemed the owner of such dog for purposes of this Local Law.

POLICE WORK DOG- means any dog owned or harbored by any state or municipal police department or any state or federal law enforcement agency, which has been trained to aid law enforcement officers and is actually being used for police work purposes.

PUREBRED LICENSE - means dogs that are purebred and registered by a recognized registry association to that owner

SERVICE DOG- means any dog that has been or is being individually trained to do work or perform tasks for the benefit of a person with a disability, provided that the dog is or will be owned by such person or that person's parent, guardian or other legal representative.

TOWN CLERK - the Clerk of the Town of Greenville, where dog licenses are validated or issued pursuant to this Local Law.

SECTION 3. LICENSING OF DOGS

- A. All dogs within the Town of Greenville four (4) months of age or older, unless otherwise exempted, shall be licensed. The owner of each dog required to be licensed shall obtain, complete and return, to the Town Clerk or the Dog Control Officer, a dog license application together with required supporting documentation, the license application fee, any applicable license surcharges and such additional fees as may be established by the Town of Greenville. Each license application shall be accompanied by proof that the dog has been vaccinated against rabies or a statement from a licensed veterinarian that such vaccination would endanger the dog's life in which case vaccination shall not be required. Each license issued shall be valid for a period of one year and must be renewed prior to the expiration date thereof. The Town of Greenville hereby specifically opts out of the option to allow any licensed chapter of the Humane Society to issue licenses within the Town.
- B. In the event that the expiration date of a rabies vaccination for a dog is greater than 24 months from the date of the purchase of the dog license, the owner shall have the option to purchase a 2-year license for a fee equivalent to two single years. There shall be no refund if any reason, the license is no longer needed during the two-year effective period.
- C. No license shall be transferable. Upon the transfer of ownership of any dog, the new owner shall immediately make application for a license for such dog.
- D. All licenses shall expire on the last day of the last month for which it is issued.
- E. The owner of any dog shall notify the Town Clerk of a change of address, ownership, death or loss of their licensed dog.

- F. Upon the submission of a dog license application, all required documentation and payment of the required license fee, a Town of Greenville dog license identification tag will be provided to the owner of the dog. The identification tag must be affixed to a dog collar and worn by the dog at all times.
- G. For those owners who fail to renew a dog license the Town Clerk or Dog Control Officer shall mail a late renewal fee invoice and warning that failure to renew the license within a specified time may result in the issuance of a late fee or court appearance ticket. The application fee for renewal of a dog license which has expired for a period in excess of 30 days or not renewed within 15 days of the date of the aforementioned late notice shall be \$25.00 in addition to the standard base fee for such renewal. Additionally, the late fee for a purebred license shall be \$50.00 in addition to the standard base fee for such renewal.
- H. Any dog harbored within the Town of Greenville which is owned by a resident of New York City and licensed by the City of New York, or which is owned by a non-resident of New York and licensed by a jurisdiction outside the State of New York, shall for a period of thirty (30) days be exempt from the licensing and identification provisions of this local law.

SECTION 4. LICENSING FEES

- A. License fee for spayed/neutered Dog: \$9.00 + NYS Surcharge \$1.00 = \$10.00
- B. License fee for un-spayed/un-neutered Dog: \$17.00 + NYS Surcharge \$3.00 = \$20.00
- C. License fee for purebred \$50 up to 10 dogs \$100 11-25 dogs \$200 over 25 dogs. The owner may procure at his/her expense duplicate tags with the same number and information as the purebred license tag issued by the Clerk
- D. License fee for dogs owned by person over the age of 64 shall be a total of \$7.00 for spayed/neutered dogs and a total of \$17.00 for un-spayed/unneutered dogs.
- E. There shall be no fee for licensing of service dogs or police dogs.

SECTION 4. PRESUMPTION OF NON-LICENSURE

Establishment of the fact or facts that the owner of a dog failed to properly license and identify his/her dog as licensed shall be presumptive evidence that the owner or person harboring said dog is not in compliance with the provisions of this Local Law.

SECTION 5. CONTROL OF DOGS

It shall be unlawful for any owner of a dog in the Town of Greenville to permit or allow such dog to:

- A. Engage in habitual loud howling, barking or whining or to conduct itself in such manner as to habitually annoy any person other than the owner or harborer of the dog.
- B. Cause damage or destruction to public or private property, defecate, urinate, or otherwise commit a nuisance upon public or private property not owned or leased by the owner or harborer of the dog.

- C. Bite, chase, jump upon or otherwise harass any person in such a manner as to cause intimidation or to put such a person in reasonable apprehension of bodily harm or injury.
- D. Chase, leap on or otherwise harass persons riding bicycles or motor vehicles being driven.
- E. Kill or injure any dog, cat, or other household pet.
- F. Be unlicensed when four (4) months of age or older.
- G. To **NOT** have a current and valid New York State identification tag on its collar while at large, whether or not restrained by an adequate leash.
- H. To be at large in the Hamlet Residential (HR) District, the Hamlet Business (HB) District or on any school premises or recreational areas, town park or on town sidewalks, unless said dog is adequately restrained by a leash except in areas that shall be designated by the Town Board of the Town of Greenville by resolution, and
- I. Dogs actually used for the sport of hunting shall be allowed to run at large while engaged in the sport of hunting provided said dogs are under the control of their owner or other responsible person and further provided said dogs are on property with the knowledge and consent of the owner of said property.
- J. Female Dogs. All female dogs shall be confined to premises of their owner while such are in season (heat) and may not be left outside unattended. Any owner not adhering to this rule will be subject to having the doge seized by the Dog (Animal) Control Officer and removed to a safe place of confinement.

SECTION 6. CONDITIONS FOR KEEPING DOGS.

All premises occupied or used by dogs shall be kept in a clean, sanitary condition. Failure to provide adequate food, water or space shall subject dogs to seizure and confinement. "Adequate" shall mean sufficient for age, size and number of dogs on the premises. Upon conviction of the owner or harborer for failure to provide adequate food, water or space, the dogs become the property of the Town of Greeneville to be released to an authorized humane society, veterinary, or kennel for adoption or euthanasia.

SECTION 7. SEIZURE OF DOGS; REDEMPTION PERIODS; IMPOUNDMENT FEES

- A. Any dog control officer or peace officer, acting pursuant to his special duties, or police officer in the employ of or under contract to the Town of Greenville shall seize:
 - (i) any dog which is not identified and which is not on the owner's premises;
 - (ii) any dog which is not licensed, whether on or off the owner's premises;
 - (iii) any licensed dog which is not in the control of its owner or custodian or not on the premises of the dog's owner or custodian, if there is probable cause to believe the dog is dangerous;

- (iv) any dog found to be without vaccination for rabies; and
- (v) any dog which poses an immediate threat to the public safety.
- B. Any dog control officer in the employ of or under contract to the Town of Greenville may seize any dog in violation of this local law or any other local law of the Town of Greenville relating to the control of dogs.
- C. Upon taking custody of any animal, the Dog Control Officer shall make record of the matter. The record shall include date of pick up, breed, general description, sex, identification numbers, time of pick up, location of seizure and name and address of owner, if any.
- D. Each dog which is not identified, whether or not licensed, shall be held for a period of at least five days from the day seized, during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this local and further provided that the owner pays the following impoundment fees:
 - (i) the costs associated with the shelter including any cost to the Town charged by the Humane Society or other sheltering contractor, feeding, and care of the dog, plus an impoundment fee of \$35.00 for each day or any part thereof and \$100.00 for the first impoundment of any dog owned by that person; and
 - (ii) the costs associated with the shelter including any cost to the Town charged by the Humane Society or other sheltering contractor, feeding, and care of the dog, plus an impoundment fee of \$35.00 for each day or any part thereof and \$200.00 for the second or any subsequent impoundment, within one year of the first impoundment, of any dog owned by that person.
- E. Promptly upon seizure of any identified dog, the owner of record of such dog shall be notified personally or by certified mail, return receipt requested, of the facts of seizure and the procedure for redemption. Such dog shall be held for a period of five (5) days after the date of the mailing or personal notice, during which period the dog may be redeemed by the owner. The owner may redeem such dog only upon payment of the impoundment fees prescribed above and by producing proof that the dog has been duly licensed.
- F. An owner shall forfeit title to any dog unredeemed at the expiration of the five-day redemption period, and the dog shall then be made available for adoption.
- G. If a dog is injured, neither a member of the public nor any official is authorized to bring the injured dog to any pound or shelter. The dog may be taken to a veterinarian by the DCO or an authorized designee and the Town shall reimburse such veterinarian for any services rendered to such dog.
- SECTION 8. FILING COMPLAINTS. Any person who observes a dog in violation of any Section of this law, may file a signed complaint, under oath, with a justice of the Town of Greenville or with the authorized Dog Control Office or any peace officer, specifying the

violation, the date of violation, the damage caused and including the places violation occurred, and name and address of the dog owner, if known.

SECTION 9. ENFORCEMENT. Any person or persons who are or may be lawfully authorized by the Town of Greenville, shall and all peace officers may administer and enforce the provisions of this law, and for the purpose shall have the authority to issue summons or appearance tickets and to seize dogs either on or off the owner's premises, if witnessed to be in violation of this law.

SECTION 10. VIOLATIONS

- A. It shall be a violation, punishable as provided in subdivision C of this section, for:
 - (i) any owner to fail to license any dog;
 - (ii) any owner to fail to have any dog identified as required by this local law;
 - (iii) any owner to fail to renew a dog license on or before the license expiration date;
 - (iv) any person to knowingly affix to any dog any false or improper identification tag;
 - (v) any owner or custodian of any dog to fail to confine, restrain or present such dog for any lawful purpose or violate any other provision of to this local law;
 - (vi) any person to furnish any false or misleading information on any form required to be filed with the Town of Greenville pursuant to this local law;
- B. It shall be the duty of the Dog Control Officer to bring an action against any person who has committed any violation set forth in this local law pursuant to the Penal Law of the State of New York. Every Dog Control Officer shall have the power to issue an appearance ticket pursuant to section 150.20 of the criminal procedure law, to serve a summons and to serve and execute any other order or process in the execution of the provisions of this article. Any Dog Control Officer of the Town of Greenville may serve any process, including an appearance ticket, a uniform appearance ticket and a uniform appearance ticket and simplified information, related to any proceeding, whether criminal or civil in nature undertaken in accordance with the provisions of this article or any local law or ordinance promulgated pursuant thereto. In addition, any Dog Control Officer, upon his or her determination that an owner has failed to license any dog within the Town may impose an administrative fee in accordance with the levels set forth in paragraph 7. C. below.
- C. A violation of this section shall be punishable as follows:
 - (i) by a fine of not less than fifty (\$50.00) dollars nor more than two hundred and fifty (\$250.00) dollars, except that
 - (ii) when the person was found to have violated any part of this section within the preceding five years, the fine may be not less than one hundred (\$100.00) dollars nor more than \$250.00 dollars, and

(iii) where the person was found to have committed two or more such violations of any part of this section within the preceding five years, the fine may be not less than one hundred and fifty (\$150.00) dollars or more than four hundred (\$400.00) dollars.

SECTION 11. INTERFERENCE WITH OFFICERS.

Any person who shall interfere with or obstruct any animal control officer, police officer and any officer or agent of a duly incorporated society for the prevention of cruelty to animals shall be guilty of a misdemeanor, punishable by imprisonment for not more than one year or by a fine of not more than one thousand (\$1,000.00) dollars or both.

SECTION 12. NON-LIABILITY OF TOWN. The owner or harborer of any dog so destroyed under the provisions of this law, whether destroyed by Dog Control Officer, peace officer or released to an authorized humane society or veterinarian shall not be entitled to any compensation, and no action shall be maintainable thereafter to recover the value of such dog or any other type of damage.

<u>SECTION 13. AUTHORITY AND EFFECTIVE DATE.</u> This law is enacted pursuant to the provisions of Article 7 of the Agriculture and Markets Law of New York State, Section 10 of the Municipal Home Rule Law and New York Agriculture and Markets Law Part T of Chapter 59 of the Laws of 2010. This law shall take effect immediately.

SECTION 14. SUPERSESSION AND REPEALER. This Local Law supersedes and repeals Local Law #2 of 1997, Local Law #4 of 2008 and Local Law #1 of 2010.

November 16, 2015

A meeting of the Town Board of the Town of Greenville was held for the purpose of conducting a public hearing regarding the 0.73% tax cap on Monday, November 16, 2015, at 6:30 pm at Pioneer Hall. All board members were present and there were 3 guests in attendance. Supervisor Macko opened the meeting with the Pledge of Allegiance.

Mr. Bear moved to open this hearing, seconded by Mr. Davis.

Carried 5 ayes

Supervisor Macko reviewed the budget highlights and factors contributing to the need to consider an override of the 2016 imposed tax cap. The cost per EFC to cover the short-term financing of payment on the sewer project is still undefined; it is uncertain if the tax levy limit will be exceeded due to this condition.

Mr. Macko opened the hearing for any public comments or questions: none received.

There being no comments, Mr. Bear moved to close the public hearing, seconded by Mr. Carried 5 ayes Bensen.

Mr. Bensen moved to adopt Local Law #2 of 2015, to override the tax levy limit established in GML §3-c, seconded by Mr. Davis.

Roll call requested;

Supervisor Macko	√aye nay	en e
Mr. Bear	√aye nay	
Mr. Bensen	√aye nay	
Mr. Davis	√aye nay	
Mr. Stern	√aye nay	0 1
		Carried 5 ayes
9.5		

Mr. Davis moved to open a public hearing at 6:37 pm to address the purchase of a 0.54 acre parcel of land adjoining town property, seconded by Mr. Bensen. Carried 5 ayes

Supervisor Macko explained the parcel from the A.J. Cunningham funeral home would be added to the Town Library parcel, to allow for municipal parking. This land would be purchased for \$6,000.

Mr. Macko opened the hearing for any public comments or questions: none received.

There being no comments, Mr. Bensen moved to close the public hearing, seconded by Carried 5 ayes Mr. Bear.

Mr. Bear moved to accept the attached resolution approving the merger of land with the existing library parcel, seconded by Mr. Bensen.

Roll call requested:

Supervisor Macko	√aye	nay
Mr. Bear	√aye	nay
Mr. Bensen	√aye	nay
Mr. Davis	√aye	nay
Mr. Stern	√ave	nav

Carried 5 ayes

Mr. Bensen moved for the Town of Greenville to be lead agency and to file a negative declaration for this merger, seconded by Mr. Davis.

Roll call requested:

Supervisor Macko	√aye nay
Mr. Bear	√aye nay
Mr. Bensen	√aye nay
Mr. Davis	√aye nay
Mr. Stern	√aye nay

Carried 5 ayes

Another public hearing followed at 7:00 pm, addressing the proposed 2016 budget. Mr. Davis moved to re-open this budget hearing, seconded by Mr. Bensen. Carried 5 ayes. 8 guests were in attendance at this time.

Supervisor Macko reviewed the preliminary 2016 budget, calling it "lean". \$100,000 had been added into the Paramedic line to assist in providing Rescue Squad services in Greenville. The proposed 2016 tax rate is \$6.47500202 per \$1,000 assessed value, which is still under the maximum allowable increase of the tax cap.

Mr. Macko opened the hearing for any public comments or questions at 7:04 pm:

Mrs. Audrey Mattot asked by how much the sewer line had been increased? Mr. Macko responded the sewer line had increased by \$128,162 due to the capital project.

There being no further public nor board comments, Mr. Bear moved to close the public hearing, seconded by Mr. Bensen.

Carried 5 ayes

Mr. Bensen moved to adopt the 2016 budget as presented, seconded by Mr. Stern. Roll call requested:

Supervisor Macko	√aye	
Mr. Bear	√aye	nay
Mr. Bensen	√aye	nay
Mr. Davis	√aye	nay
Mr. Stern	√aye	nay

Carried 5 ayes

The regular monthly meeting of the Town Board of the Town of Greenville followed at 7:08 pm at Pioneer Hall. All board members and Attorney Rappleyea continued in attendance, as well as 10 guests.

Mr. Bensen moved to accept the Clerk's minutes of October 19, 20, 28, and November 4, 2015, seconded by Mr. Davis.

Carried 5 ayes

Oral and written reports were received from the Highway, Buildings and Grounds, Code, Dog Control, Planning and Zoning Boards, Sewer and Water departments. Additionally, discussion occurred regarding our Dog Control Law, and the proposed contract with Columbia Greene Humane Society for next year.

Mr. Davis moved, seconded by Mr. Stern, to conduct a public hearing to discuss changes to the Dog Control and Licensing Laws on Monday, December 21, 2015 at 6:30 pm in Pioneer Town Hall.

Carried 5 ayes

New business discussed at 7:38 pm:

Mr. Bensen moved, seconded by Mr. Bear, to approve the attached 2015 TAX RELEVY & MISC. LEVY REPORT for water and sewer rents. Carried 5 ayes

Supervisor Macko discussed the Town of Greenville retiree's supplemental health insurance plan to be offered in 2016. Although the premiums have decreased, the copays have increased notably. It was suggested that the Town offer assistance and reimbursement for the retirees to cover these increased costs. Lengthy discussion followed.

Mr. Davis moved, seconded by Mr. Bensen, to allow the Town of Greenville to purchase the supplemental health insurance plan only, without reimbursing retirees for additional expenses.

Carried 5 ayes

The Library Board of Trustees submitted Melissa Palmer for reappointment to that board.

Mr. Stern moved, seconded by Mr. Bear, to reappoint Melissa Palmer to the Library Board of Trustees for a term of January 1, 2016 to December 31, 2020.

Carried 4 ayes; Mr. Bensen voted nay

A request was received from a King Hill Road resident to address the speed limit on that road, as well as a petition including 31 signatures.

Mr. Davis moved, seconded by Mr. Bensen, to request the NYS DOT conduct a traffic survey of King Hill Road to facilitate in the lowering of the existing speed limits.

Carried 5 ayes

The Old Timers Christmas Party is scheduled on Sunday, December 6th. Mr. Macko thanked our Greenville Stewarts and Cairo Hannaford for their support and donations towards this annual event.

Greenville Rescue Squad Inc. requested a letter from the Town voicing support for staffing the Squad 12 hours per day, 365 days per year.

Mr. Davis moved to authorize Mr. Macko to sign a letter per their request, seconded by Mr. Bensen.

Carried 5 ayes

Mr. Bear and Mr. Macko will attend the upcoming Fire District meeting on November 23rd at 7:00 pm.

Grant-writer Victor Cornelius updated the Board on the status of several grant applications he has submitted, as well as plans for future applications in 2016.

Supervisor Macko opened the meeting for public comments and questions at 8:20 pm: none received.

Mr. Davis moved, seconded by Mr. Bensen, to enter executive session at 8:22 pm to discuss proposed, pending or current litigation, as well as collective bargaining negotiations per Article 14 of Civil Service Law.

Carried 5 ayes

Mr. Davis moved, seconded by Mr. Bensen, to return to regular session at 8:42 pm. Carried 5 ayes

No motions were made in executive session.

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

Bills 405 – 435, except #431, on General abstract #10 for \$15,903.82

Bills 248 - 273 on Highway abstract #10 for \$63,540.72

Bills 84 - 88 on Sewer abstract #10 for \$5,352.07

Bills 100 - 108 on Water abstract #10 for \$4,119.72

Carried 5 ayes

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

There being no further business, Mr. Macko moved to adjourn at $9:00~\mathrm{pm}$.

Jackie Park, Town Clerk-Collector

 SUPERVISOR MACKO
MR. BEAR
 MR. BENSEN
MR. DAVIS
MR. STERN

November 30, 2015

A special meeting of the Town Board of the Town of Greenville was held on Monday, November 30, 2015, at 7:00 pm at Pioneer Hall. Four board members were present; Councilman Stern was absent. The following 6 guests were in attendance: Ronnie Campbell, Barbara Flach, Rich Hempstead, Jill Hempstead Williams, Mark Overbaugh, and Broker Erin Nevins. Supervisor Macko opened the meeting with the Pledge of Allegiance.

Supervisor Macko addressed a letter received from ZBA member Joan Smith, announcing her resignation from that board, dated November 20th.

Mr. Bensen moved, seconded by Mr. Bear, to advertise for Planning Board and Zoning Board of Appeals members, or any applicable jobs related to those boards as vacancies occur.

Carried 4 ayes

Conversation began regarding insurance offerings for Town retirees aged 65 and over. No comparable plans are available for the upcoming year; the proposed 2016 plan reflects increased maximum out of pocket expenses and increased copays for services and prescriptions, with a lower premium per person. Broker Erin Nevins stated that each insurance carrier dictates the specifics of a particular plan, not the employer. Retired Clerk Ronnie Campbell asked the board to consider offering an HRA plan to the retirees to offset the increased costs that would affect the people most impacted by these changes. Discussion followed.

Mr. Bensen moved, seconded by Mr. Bear, to establish an HRA for the retirees under this plan with a maximum limit of \$500.

Carried 4 ayes

Highway Superintendent Richard Hempstead will be retiring on 12/31/2015. The Town needs to decide on a plan to be offered to this employee, who will also carry 2 dependent children on a retiree health plan. Many options presented; the ideas discussed will be considered and Mr. Hempstead will follow up with Supervisor Macko.

Also of note was a request by Mr. Hempstead to keep his obsolete S4 cell phone, take over payments of the plan and change the number. A new phone would be obtained for the Highway Superintendent-Elect Terry Williams.

Mr. Bear moved, seconded by Mr. Davis, to approve this plan. Carried 4 ayes

There being no further business, Mr. Macko moved to adjourn at 8:30 pm.

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Jackie Park, To	wn Clerk-Collector
 SUPERVISOR MACKO	MR. BENSEN
 MR, BEAR	MR. DAVIS

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Town of Greenville Building Department Monthly Report

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Inspections		_/7_
Title Searches:		
Septic Permits:		
Fire Calls:		· ·
Violations:		<u></u>
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DATE 12/2/15	RTED BY			11-25-15 Flushed ST 81E 5,250 gal	11-9-15 Flushed CR Z6A 15,000 gal	Plant Ron Well In November	OPERATION REPORT FOR THE MONTH OF: November 2015 page 1 of 3	

GREENVILLE WATER DISTRICT OPERATI FED ID # NY1900028 W

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Adirondack Environmental Services, Inc

Date: 23-Nov-15

CLIENT:

Greenville, Town of

Project:

WWTP

Greenville, NY

LabWork Order: 151112041

PO#:

Lab SampleID:

151112041-001

Collection Date: 11/12/2015 11:35:00 AM

Client Sample ID: Greenville Central School, Elem.

Matrix: DRINKING WATER

Analyses

Result

< 1

Negative

Result

< 0.1

PQL Qual Units

PQL Qual Units

DF

Analyst: 10350

Date Analyzed

TOTAL COLIFORM, MF - SM 9222 ABC

1

0

CFU/100ml

11/12/2015 3:10:00 PM

Date Analyzed

11/12/2015 3:10:00 PM

Lab SampleID: Client Sample ID: Waste Effluent

Total Settleable Solids

Analyses

iron

Escherichia coli

Total Coliform

151112041-002

Collection Date: 11/12/2015 9:40:00 AM

Matrix: WATER

1

ICP METALS - EPA 200.7 REV 4.4

(Prep: SW3010A - 11/13/2015

0.050

0.020

Analyst: SM

DF

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Manganese 1.53 TOTAL SUSPENDED SOLIDS - SM 2540D-97,-11

(Prep: SM2540 D - 11/13/2015

TSS (Residue, Non-Filterable) 2.1 1.0 mg/L

mg/L

mg/L

11/13/2015

11/20/2015 2:35:36 PM

11/20/2015 2:35:36 PM

Analyst: CP

Analyst: AS

TOTAL SETTLEABLE SOLIDS- SM 2540 F-97,-11

0.1 mL/L 11/12/2015 4:30:00 PM

Paul Macko Greenville Town Supervisor Greenville, N.Y. 12083

Dear Mr. Macko,

It is with my sincerest regret that I must tender my resignation as a Zoning Board of Appeals Member for the Town of Greenville.

I have accepted a promotion with the Department of Corrections and Community Supervision that severely impacts the time I can commit to the Zoning Board of Appeals.

I have learned a great deal about the Town and its operations under your leadership. I recognize the amount of time, energy, and dedication, as well as the community involvement, it takes to make the town run as seamlessly as it does today and will continue to do so in the years to come.

Thank you for all your support, guidance and friendship.

Most Sincerely

Joan M. Smith



Greene County Economic Development, Tourism & Planning

411 Main Street, Suite 419 Catskill, New York 12414

> Warren Hart Director



GREENE COUNTY PLANNING BOARD

MEETING NOTICE

December 16, 2015 Greene County Office Building, 411 Main Street, Catskill Room 427 6:30 PM

<u>AGENDA</u>

- 1. Roll call
- 2. Approval of Minutes
- 3. Planning and Zoning Referrals
 - 15-45 Town of Prattsville Re: Site Plan
 - 15-46 Village of Coxsackie Re: Area Variance
- Member Networking/Information Exchange
- 5. Correspondence
- 6. Other business
- 7. Adjournment

Please note the following procedures for attending meetings that begin after 5pm:

- 1. Please use the Water Street entrance to the building.
- 2. Please stop at the security desk and sign in, provide your name, date, time and room number for this meeting.
- 3. Please stop at the security desk to sign out when the meeting is adjourned.

Thank you for your cooperation.

REMINDER: Please call at least 24 hours prior to the meeting if you are unable to attend!





Columbia-Greene Humane Society/SPCA

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

Celebrating Over 60 Years of Caring for Animals in Need

Chairperson of the Board Charlene Marchand

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

2nd Vice Chairperson James Carlucci, Esq.

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

Secretary
Gisela Marian

Members
Hollie Adams
James Carlucci, Esq.
Jennifer Donoghue
Robert Gibson, Esq.
Sharyn Richards-Marks
David Robinson, P.E.

Past Vice Chair
Hon, Jonathan D. Nichols

Volunteer Event Coordinator Jennifer Newton

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

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

President & CEO Ronald Perez, Jr. AGREEMENT
Between
Columbia-Greene Humane Society/SPCA
And
The Town/Village/City of
GREENVILLE

THIS AGREEMENT is made for the period of January 1, 2016 through December 31, 2016, between the Town of GREENVILLE, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

The Columbia-Greene Humane Society, Inc., a membership corporation existing under and by virtue of the laws of the State of New York, for the prevention of cruelty to and the protection of animals, having its principal place of business in the Town of Claverack, County of Columbia, State of New York, hereinafter referred to as the "Humane Society."

WITNESSETH:

That, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, the Humane Society, in consideration of payment to it by the Municipality of several sums of money herein agreed to be paid at the time and in the manner hereinafter more particularly described, hereby covenants and agrees for itself and its successors, as follows:

<u>FIRST</u>: That it will undertake, through its duly appointed agents, the impoundage of all unleashed, unlicensed, or untagged dogs brought to it by the Dog Control Officer (hereinafter referred to as the "DCO") of the Municipality, which have been found to have been running at large in violation of provision of Article 7 of the Agriculture and Markets Law of the State of New York and any existing local law enacted by the Municipality. It will also provide proper food and shelter for such dogs while in its possession until redeemed or otherwise disposed of pursuant to, and as provided in, Article 7 of the Agriculture and Markets Laws and any existing local law enacted by the Municipality.

SECOND: The Humane Society will provide and maintain a shelter for seized dogs; will properly care for all dogs in such a shelter; and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under care and charge of a competent employee and shall be open to the public at reasonable hours for the purpose of receiving applications for the redemption of dogs as provided by law. Such shelter shall

be open daily between the hours of 11:30 a.m. to 4:00 p.m., with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas excepted, during the term of this Agreement. Such shelter shall be maintained in an approved location in the Town of Claverack so as to not be reasonably objectionable to the residents thereof.

THIRD: The Humane Society and the Municipality will comply with the provisions of Article 7 of the Agriculture and Markets Law and with the applicable provisions of the Public Health Law of the State of New York and any rules and regulations promulgated thereto in relation to the seizure, holding care, redemption, and disposition of seized dogs. This Agreement applies to dogs seized under the provisions of Article 7 only. Any other animals seized for any reason or purpose, including but not limited to quarantine and cruelty cases, will be accepted at the sole discretion of the Humane Society, and shall be billed to the Municipality separately from the fee structures outlined in Paragraph Seventh, below.

<u>FOURTH</u>: The Municipality and the Humane Society each hereby reserve the right to cancel and declare this Agreement null and void at any time during the period of the same for reason of the failure of the Municipality or the Humane Society to perform any of the terms and conditions herein contained.

<u>FIFTH</u>: The Humane Society and the DCO for the Municipality will both file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by Article 7, §113 (sub. 4) of the NYS Department of Agriculture and Markets Law. If the dog is an identified dog as determined by Article 7, §117, the DCO shall notify the owner of the dog's location. Redeemed dogs shall be licensed or have proof of a current license prior to leaving the custody of the Humane Society pursuant to Article 7, §117 (sub. 4) of the NYS Department of Agriculture and Markets Law. All licenses must be issued by the municipality wherein the dog's owner resides. The Humane Society will assist in obtaining necessary vaccinations for dogs eligible for redemption to facilitate municipal dog licensing; however, it is the sole responsibility of the redeemed dog's owner to obtain a license from their resident municipality before the dog can be released from the custody of the Humane Society. A tag shall not be considered proof of current license.

<u>SIXTH</u>: The Humane Society will remit all impoundment fees collected in carrying out the provisions of this Agreement to the Fiscal Officer of the Municipality, provided that there are no outstanding fees owed to the Humane Society from the Municipality. However, should the Municipality be negligent in paying contractual fees, the Humane Society may retain the impoundment fees in exchange for monies owed.

<u>SEVENTH</u>: In consideration of the complete performance by the Humane Society of the terms of this Agreement, the Municipality hereby agrees to pay the Humane Society according to the following fee structure:

- 1. For the first ten (10) days of impoundment, the Municipality will pay the Humane Society \$35 for each 24-hour period of impoundment.
- 2. If the impounded dog is not claimed by the 10th day of impoundment, the Municipality will be charged an additional \$300.
- 3. The Humane Society reserves the sole right to make all decisions regarding the dog's disposition. Regular NYS shelter standards shall apply for adoption of dogs retained longer than the stipulated period.
- 4. All payments will be due upon receipt of an invoice, which will be mailed within the month following the month for which the invoice applies.

5. Any day on which the Humane Society is not open for any reason will be considered an excluded 24-hour period.

<u>EIGHTH</u>: The Humane Society is hereby prohibited from assigning, transferring, conveying, or subletting this Agreement, or otherwise disposing of the same; or its right, title, or interest therein; or its power to execute such Agreement to any other person, company, or corporation, without the prior approval of the Municipality.

NINTH: In the case of an injured dog, the Municipality shall be separately responsible for any emergency veterinary care required.

<u>TENTH</u>: No liability in damages or otherwise shall be incurred by the Humane Society or the Municipality on account of seizure, surrender, euthanasia, or adoption pursuant to the provisions of Article 7.

ELEVENTH: If anyone other than the DCO brings a stray dog to the Humane Society, the Humane Society will notify the DCO and/or the Municipal Clerk of the Municipality in which the dog was found by telephone, and unless otherwise instructed, will subsequently accept the dog. The DCO shall appear at the shelter within twenty-four hours to complete all necessary paperwork pursuant to NYS Agriculture and Markets Law Article 7, §113.

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on November 1, 2015.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

	•	By:
		Supervisor/Municipal Clerk
(Seal)		T/V/C of
	Z COUMBIA-GREENE	By:President and C.E.O.
(Seal)	TANK SOCIETY SPORT	Columbia-Greene Humane Society/SPCA

ADDENDUM TO CONTRACT BETWEEN TOWN OF GREENVILLE AND COLUMBIA-GREENE HUMANE SOCIETY JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, the Town of Greenville (hereinafter referred to as "the Town") and the Columbia-Greene Humane Society/SPCA (hereinafter referred to as the "Humane Society" have entered into an agreement by which the Humane Society shall proved services relating to the impoundment of dogs for the calendar year 2016, and

WHEREAS, the parties wish to modify such agreement with the within Addendum.

NOW THEREFORE IT IS HEREBY

AGREED, that the following language shall be added to the end of paragraph FIFTH: "Dogs shall not be allowed to be redeemed by its Owner until all fees due under this contract are paid by the Owner, in accordance with the Town Greenville Local Law #3 of 2015."

AGREED, that paragraph SEVENTH subparagraphs 1. and 2. shall read as follows:

- 1. For the first five (5) days of impoundment, the Municipality will pay the Humane Society\$35 for each 24-hour period of impoundment.
- 2. If the impounded dog is not claimed by the 5th day of impoundment, the Municipality will be charged an additional \$300.

AND IT IS FURTHER AGREED, that Paragraph ELEVENTH, shall be and hereby is modified to read as follows:

ELEVENTH: The Humane Society shall not accept a stray or any other dog on behalf of the Town of Greenville, such that liability for the fees set in Paragraph SEVENTH shall inure to the Town, from any person other than the Town of Greenville's Dog Control Officer (DCO), without the prior consent of the DCO.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day year set forth below.

By:	·	
,	Paul Macko,	dated
	Town of Greenville Supe	ervisor
T)		
Ву: _	D 11D	dated
	Ronald Perez,	dated
	President and C.E.O	
	Columbia-Greene Huma	ne Society

GREENE COUNTY REAL PROPERTY TAX SERVICE

411 Main Street Suite 447 Catskill, N.Y. 12414

(518) 719-3520

TO:

Linda Overbaugh, Chairman

Government Operations Committee

FROM:

Laura J. Van Valkenburg, CCD, IAO

Real Property Tax Services

SUBJECT:

"Aged Senior Citizens" & "Persons with Disabilities and Limited Income Tax

Exemptions" 2015 Maximum Income Limits

DATE:

October 5th, 2015

Each year the Greene County Legislature reviews the maximum income limits for the "Aged Senior Citizen's Tax Exemption" as well as the "Persons with Disabilities and Limited Income Tax Exemptions" for county tax purposes. These exemptions use their 2014 income to determine eligibility.

A few years ago, the Greene County Assessor's Association decided to use a two year cycle for implementing changes to the sliding scale. This has worked well for the exemption applicants as well as those administrating and maintaining exemptions. Last year, there was no increase implemented. Therefore, as this is the second year of the cycle, it is my recommendation to increase the maximum income limits for both exemptions to the levels as shown below.

The same "sliding-scales" for both exemptions will be as follows:

Maximum Income Limit

	\$24,500.00	50%
\$24,500.01	\$25,499.99	45%
\$25,500.00	\$26,499.99	40%
\$26,500.00	\$27,499.99	35%
\$27,500.00	\$28,399.99	30%
\$28,400.00	\$29,299.99	25%
\$29,300.00	\$30,199.99	20%
\$30,200.00	\$31,099.99	15%
\$31,100.00	\$31,999.99	10%
\$32,000.00	\$32,899.99	5%

If you have any questions please let me know.

cc: County Administrator

Cor10-15.a.corwd



Richard P. Koskey, CPA Ned Howe, CPA A. Michael Bucci, CPA Bradley Cummings, CPA, CVA Suzanne E. Muldoon, CPA Nancy K. Patzwahl, CPA Matthew H. VanDerbeck, CPA Gary F. Newkirk, CPA www.pkhbcpa.com

Reginald H. Pattison, CPA (1910-2002) Jon Rath, CPA (Retired)

> Jean Howe Lossi, EA N. Thérèse Wolfe, EA Carol LaMont Howe, EA

December 14, 2015

To the Town of Greenville Board Members:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Town of Greenville.

We will apply the agreed-upon procedures which the Town of Greenville Board has specified, listed in the attached schedule, to the Town Clerk of the Town of Greenville for the periods of January 1, 2015 through December 31, 2015 prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities. This engagement is solely to assist Town of Greenville in procedures of the Town Clerk. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

We do acknowledge that our procedures were designed and developed based on recommendations provided by the <u>Local Government Management Guide</u>: Fiscal Oversight Responsibilities promulgated by the New York State Office of the Comptroller.

Because the agreed-upon procedures listed in the attached Schedule #1 does not constitute an examination, we will not express an opinion on the Town of Greenville Town Clerk. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule. If additional procedures are requested by the Town we will submit an additional proposal (addendum) prior to undertaking any new procedures.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Town of Greenville Board Members, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The attest documentation for this engagement is the property of Pattison, Koskey, Howe & Bucci, CPAs, P.C. and constitutes confidential information. However, we may be requested to make certain attest documentation available to governmental agencies pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Pattison, Koskey, Howe & Bucci, CPAs, P.C. personnel.

You are responsible for the presentation of the Town Clerk in accordance with <u>Local Government Management Guide: Fiscal Oversight Responsibilities</u>; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed upon procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Bradley Cummings, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Town Clerk in accordance with <u>Local Government Management Guide</u>: Fiscal Oversight Responsibilities.

The fee for these services are included on the monthly attestation engagement letter. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Please find below the hourly rates for myself and my staff:

Shareholder \$160 per hour Staff \$75 per hour Administrative \$70 per hour

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If

additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours, Pattison, Koskey, Howe & Bucci, CPA's, P.C
Bradley Cummings, CPA
Shareholder

RESPONSE:

This letter correctly sets forth the understanding of Town of Greenville:

Ву:	
Title:	·
Date:	

Schedule #1

December 14, 2015
Attachment to Town of Greenville Town Clerk

Our agreed upon procedures will include:

- 1. Obtain an understanding of the Town Clerk procedures, including any written procedural documentation, perform walkthroughs and observations.
- 2. Obtain the monthly Town Clerk reports, monthly and daily cash receipt reports, check register and bank statements.
- 3. Support daily cash receipt to appropriate receipts, agreeing amounts and noting timeliness of deposits.
- 4. Compare monthly Town Clerk reports to monthly and daily cash receipt reports, agreeing amounts reported for accuracy.
- 5. Trace amounts remitted to the Town Supervisor and other governmental entities, per monthly Town Clerk reports, to cancelled checks and agreeing amounts paid.
- 6. Review building permits issued, noting sequential order, agreeing total collected and selecting and testing a sample to verify fees charged were correctly calculated.



PATTISON, KOSKEY, HOWE & BUCCI, CPAs, P.C.

Richard P. Koskey, CPA
Ned Howe, CPA
A. Michael Bucci, CPA
Bradley Cummings, CPA, CVA
Suzanne E. Muldoon, CPA
Nancy K. Patzwahl, CPA
Matthew H. VanDerbeck, CPA
Gary F. Newkirk, CPA

www.pkhbcpa.com

Reginald H. Pattison, CPA (1910-2002) Jon Rath, CPA (Retired)

> Jean Howe Lossi, EA N. Thérèse Wolfe, EA Carol LaMont Howe, EA

December 14, 2015

To the Town of Greenville Board Members:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Town of Greenville.

We will apply the agreed-upon procedures which the Town of Greenville Board has specified, listed in the attached schedule, to the Town Tax Collector of the Town of Greenville for the periods of January 1, 2015 through December 31, 2015 prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities. This engagement is solely to assist Town of Greenville in procedures of the Town Tax Collector. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

We do acknowledge that our procedures were designed and developed based on recommendations provided by the <u>Local Government Management Guide</u>: <u>Fiscal Oversight Responsibilities</u> promulgated by the New York State Office of the Comptroller.

Because the agreed-upon procedures listed in the attached Schedule #1 does not constitute an examination, we will not express an opinion on the Town of Greenville Tax Collector. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule. If additional procedures are requested by the Town we will submit an additional proposal (addendum) prior to undertaking any new procedures.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Town of Greenville Board Members, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had

we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The attest documentation for this engagement is the property of Pattison, Koskey, Howe & Bucci, CPAs, P.C. and constitutes confidential information. However, we may be requested to make certain attest documentation available to governmental agencies pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Pattison, Koskey, Howe & Bucci, CPAs, P.C. personnel.

You are responsible for the presentation of the Town Tax Collector in accordance with <u>Local Government Management Guide</u>: Fiscal Oversight Responsibilities; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed upon procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Brad Cummings, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Town Tax Collector in accordance with <u>Local Government Management Guide: Fiscal Oversight Responsibilities</u>.

The fee for these services are included on the monthly attestation engagement letter. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Please find below the hourly rates for myself and my staff:

Shareholder	\$160 per hour
Staff	\$ 75 per hour
Administrative	\$ 70 per hour

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If

additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

	Very truly yours, Pattison, Koskey, Howe & Bucci, CPA's, P.C. Bradley W. Cummings, CPA Shareholder
RESPONSE: This letter correctly sets forth the understan	ding of Town of Greenville:
Ву:	· · · · · · · · · · · · · · · · · · ·
Title:	
Date:	

Schedule #1

December 14, 2015 Attachment of Town of Greenville Tax Collector

Our agreed upon procedures will include:

- 1. Obtain an understanding of the tax collection procedures including any written procedural documentation, perform walkthroughs and observations, etc.
- 2. Obtain the Tax Collector's manual cash receipts ledger, randomly selecting certain day's activity, recalculate total received, penalty assessed and agree those amounts to the deposit per the bank statement. We anticipate selecting a representative sample of deposits from throughout the period in question.
- 3. Obtain a copy of the Town Budget and/or County Tax Warrant and agree tax warrant amounts to amounts remitted to the Town Supervisor.
- 4. Obtain bank statements and review dates of cash receipts per manual ledger to deposit dates to determine timely deposits.
- 5. Review bank carrying balances to determine timely remittances of taxes collected to Town Supervisor and County Treasurer.
- 6. Review manual cash receipts ledger for calculation of penalties, total all penalties collected and compare amounts to remittances to Town Supervisor.
- 7. Review bank statements for interest earned and compare amount to remittance to Town Supervisor.
- 8. Obtain a copy of the County Treasurer's reconciliation of the Town Warrant and review for any discrepancies.
- 9. Inquire with the County Treasurer if there was any misfiling of required paperwork, taxpayer information, etc. for the tax period in question.
- 10. Ensure that the Tax Collector remits all monies maintained by the end of the year to the Town Supervisor.



www.pkhbcpa.com

Reginald H. Pattison, CPA (1910-2002) Jon Rath, CPA (Retired)

> Jean Howe Lossi, EA N. Thérèse Wolfe, EA Carol LaMont Howe, EA

Richard P. Koskey, CPA Ned Howe, CPA A. Michael Bucci, CPA Bradley Cummings, CPA, CVA Suzanne E. Muldoon, CPA Nancy K. Patzwahl, CPA Matthew H. VanDerbeck, CPA Gary F. Newkirk, CPA

December 14, 2015

To the Town of Greenville Board Members:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Town of Greenville.

We will apply the agreed-upon procedures which the Town Board has specified, listed in the attached schedule, to the Town Justice Courts of the Town of Greenville for the period of January 1, 2015 through December 31, 2015 prepared in accordance with the Handbook for Town and Village Justices and Court Clerks. This engagement is solely to assist the Town of Greenville in procedures of the Town Justice Courts. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

We do acknowledge that our procedures were designed and developed based on recommendations provided by the <u>Handbook for Town and Village Justices and Court Clerks</u> promulgated by the New York State Office of the Comptroller.

Because the agreed-upon procedures listed in the attached Schedule #1 do not constitute an examination, we will not express an opinion on the Town of Greenville Justice Courts. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule. If additional procedures are requested by the Town we will submit an additional proposal (addendum) prior to undertaking any new procedures.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Town of Greenville Board Members, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The attest documentation for this engagement is the property of Pattison, Koskey, Howe & Bucci, CPAs, P.C. and constitutes confidential information. However, we may be requested to make certain attest documentation available to governmental agencies pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Pattison, Koskey, Howe & Bucci, CPAs, P.C. personnel.

You are responsible for the presentation of the Town Justice Courts in accordance with the <u>Handbook for Town and Village Justices and Court Clerks</u>; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed-upon procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Bradley Cummings, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Town Court Justices in accordance with the <u>Handbook for Town and Village Justices and Court Clerks</u>.

The fee for these services is included in the monthly attestation letter. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Please find below the hourly rates for myself and my staff:

Shareholder \$160 per hour Staff \$75 per hour Administrative \$70 per hour We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,
Pattison, Koskey, Howe & Bucci, CPAs

Bradley Cusumings, CPA

Shareholder

RESP	ONSE:
TT1 1 1	

This letter correctly sets forth the understanding of Town of Greenville.

Ву:	 	
Title:	 	
Date:	 	

Schedule #1

December 14, 2015
Attachment to Town of Greenville Justice Courts

Our agreed upon procedures will include:

- 1. Obtain an understanding of the Justice Court procedures including any written procedural documentation, perform walkthroughs and observations, etc.
- 2. Obtain the Town Justice's cash receipts ledger, verifying that pre-number receipts are issued, duplicate receipts are kept, and receipt book kept in manner to identify date received, payer and amounts of fines, fees, bail and other category of collection.
- 3. Obtain bank statements and review dates of the cash receipts per ledger to deposit dates to determine timely deposits and that the cash book reconciles to the bank reconciliation.
- 4. Obtain Town Justice's cash disbursement ledger, verify that pre-numbered checks are used, all checks signed by the Justice.
- 5. Obtain copies of Justice bank reconciliations, verify that the bank accounts are reconciled promptly after bank statements are received.
- 6. Obtain list of bail funds to ensure that it agrees back to the amount per the ledger.
- 7. Review reports to the Justice Court Fund, verify that the reports are made timely, reported amounts agree with the docket dispositions and case files.
- 8. Review the Justice Court records to verify that monthly accountability of the cash book was completed each month.

DOROTHY A. COLEMAN

December 2, 2015

Gordon W. Bennett Sole Assessor Town of Greenville PO Box 38 Greenville, New York 12083

Dear Gordon,

This letter is to formally advise you of my intention to retire from the part-time assessor clerk position in the Town of Greenville as of December 16, 2015. I will work my usual hours from now through the sixteenth, but then plan to enjoy the holidays at home.

It has been a pleasure working with you over the last eighteen years or so, and I thank you for allowing me the flexibility to work around my full-time job.

Very truly yours,

Oorothy A. Coleman

/dac

cc: Paul Macko, Town Supervisor

STATE OF NEW YORK - DEPARTMENT OF TRANSPORTATION TRAFFIC OPERATIONS BUREAU

NOTICE OF ACTION TAKEN

Study No.: 1140171 File:

19.12-000

Troop:

CTION 1119.12	SUBDI	VISION	(ak)	PARAGRAPH	
THE DEPARTMENT'S REC	GULATIONS IS	✓ ADDED		to read as follows:	REPEALED
(ak) 40 MPH on WillowBro	ok Road, A Town Hi	ghway, Between	WillowBrook Drive	And CR26, A Distar	nce of 1.4 +/- Miles.
			,		
	-				
					•
			•		
8/10/2015 .	APPROVED BY:	-M. J.	Kennedy	· R	egional Traffic Engineer
8/10/2015 . (DATE)	APPROVED BY:	· · · · · · · · · · · · · · · · · · ·	Kennedy GNATURE)	<u> </u>	egional Traffic Engineer (TITLE)
	APPROVED BY:	· · · · · · · · · · · · · · · · · · ·		R	
(DATE)		(SI	GNATURE)		(TITLE)
(DATE)		(SI	GNATURE)	R ook Rd. As Described	(TITLE)
(DATE)		(SI	GNATURE)		(TITLE)
(DATE)		(SI	GNATURE)		(TITLE)
(DATE)		(SI	GNATURE)		(TITLE)
(DATE)		(SI	GNATURE)		(TITLE)
(DATE) DESCRIPTION: This C		(SI	GNATURE)	ook Rd. As Described	(TITLE)
(DATE) DESCRIPTION: This County: Greene	Order Establishes A	(SI	GNATURE) imit On WillowBro	ook Rd. As Described	(TITLE)
(DATE) DESCRIPTION: This C	Order Establishes A	(SI	GNATURE) imit On WillowBro	ook Rd. As Described	(TITLE)
(DATE) DESCRIPTION: This C COUNTY: Greene OTHER RELATED ACTION	Order Establishes A S ☑ NONE	(SI 40 MPH Speed L	GNATURE) imit On WillowBro	ook Rd. As Described	(TITLE)
(DATE)	Order Establishes A S ☑ NONE	(SI 40 MPH Speed L	GNATURE) imit On WillowBro	ook Rd. As Described	(TITLE)



Public Service Commission
Audrey Zibelman
Chair

Patricia L. Acampora Gregg C. Sayre Diane X. Burman Commissioners

Kimberly A. Harriman General Counsel Kathleen H. Burgess Secretary

Office Locations
3 Empire State Plaza, Albany, NY 12223-1350
90 Church Street, 4th Floor, New York, NY 10007-2929
295 Main Street, Suite 1050, Buffalo, NY 14203-2508
125 East Bethpage Road, Plainview, NY 11803

www.dps.ny.gov

November 2015

Dear Community Leader/Elected Official:

As the winter season approaches, many New Yorkers will face a difficult time managing their energy costs. This situation will be particularly hard on the elderly and those with fixed or low incomes. It is important that consumers are made aware of steps they can take, and the programs they can participate in, to reduce their energy use and help control this winter's energy bills.

The New York State Department of Public Service's winter outreach and education campaign is designed to provide energy efficiency and financial assistance information to help consumers stay warm and safe during the cold weather months. We are encouraging consumers to take advantage of financial assistance programs that can make paying winter bills easier or help with the purchase of energy efficiency improvements.

I am writing to ask for your assistance with our outreach and education effort. Enclosed is a list of available publications related to the upcoming winter season, which include topics such as the rights and protections of electric and natural gas customers, what to do if utility service is interrupted, and the actions consumers can take to manage their winter energy costs. We encourage you to distribute these publications by placing them in high traffic areas in your community.

Please contact Laura Flower of the Office of Consumer Services by phone at (212) 417-6174 or by e-mail at Laura.Flower@dps.ny.gov if you have any questions, or would like to discuss ways we can work together to inform consumers about utility issues.

Sincerely,

Erin O'Dell-Keller

Manager, Outreach and Education

. OD Il-Keller

Enclosure



Dear Community Leader:

This winter, help your community control heating costs by using this form to request our consumer education materials free of charge. Descriptions of the publications are on the reverse of this page.

Please fill in your contact information along with the quantity of each publication, and return the completed form to the New York State Department of Public Service.

Organization:	_ Contact:		
Street Address:			
City:	_State:	Zip Code:	
City: Teleph	none: ()		· · ·
E-mail for organization:			
Would you like to be added to our email list for fut	ure mailings?	yes no	
		- -	
Publication	Eng	lish Quantity.	Spanish Quantity
Take the Chill Out of Your Winter Energy Bills b			
New York's Natural Gas Outlook factsheet			
Your Rights & Protections brochure			
Household Electricity Use & Energy Saving Tips			
Utility Service Interruptions brochure			
What You Should Know Before Choosing an Ele Natural Gas Supplier brochure	ectricity or		
Return completed form via:			
Mail:	Fax:	Email:	
NYS Department of Public Service Attn: Office of Consumer Services, 4 th Floor 90 Church Street, New York, NY 10007	(212) 417-2223	consumer.ou	ıtreach@dps.ny.gov

Please allow 2-3 weeks for fulfillment.

MONTHLY STATEMENT OF SUPERVISOR

To the TOWN BOARD of the TOWN OF GREENVILLE

Pursuant to Section 119 of the Town Law, I hereby render the following detailed statement of all moneys disbursed by me, as Supervisor, during the month

of November ,20 15

of November , 20_15				
DISBURSEMENTS				
FUND OR ACCOUNT	AMOUNT EXPENDED			
General Fund				
pays 43-48m employee benefits abstract #11	37839.89 8902.52 12938.22			
	\$59,680.63			
Highway Fund				
pays 43-48 employee benefits abstract #11	25523.76 7660.45 57796.62			
	\$90,980.83			
Library Fund				
pays 43-48m employee benefits abstract #11	8227.95 1442.20 3911.93			
	\$13,582.08			
Water Fund	·			
pays 43-48 employee benefits abstract #11	3824.04 997.51 4422.33			
	\$9,243.88			
Sewer Fund				
abstract #11	\$6,271.33			
	·			
Т	OTAL \$146,574.54			

Dated: Nov. 30 , 20 15

Town of Greenville

Supervisor

G.

MONTHLY STATEMENT OF SUPERVISOR

To the TOWN BOARD of the TOWN OF GREENVILLE

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

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

of November ,20 15

or November , 20 1.3			
RECEIPTS			
SOURCE	AMOUNT RECEIVED		
General Fund			
interest clerk deposit msc. fees court fees	60.44 3787.60 168.69 3712.00		
	\$7,728.73		
Highway Fund			
interest fuel reimbursmt.	38.64 6581.36		
	\$6,620.00		
Library Fund			
interest grant monthly deposit	2.47 40,000.00 2151.34		
	\$42,153.81		
Water Fund			
interest metered sales	21.85 1857.02		
·	\$1,878.87		
Sewer Fund			
interest	\$5.94		
TOTAL	\$58,387.35		

Dated: Nov. 30 20 15

Town of Greenville

Supervisor

Account#	Account Description	Fee Description	Qty	Local Share
A 1255	MARRIAGE LIC.	MARRIAGE LICENSE F	EE 1	7.50
			Sub-Total:	\$7.50
A 2130	MISC. FEES	Recycling	14	2,917.50
			Sub-Total:	\$2,917.50
A 2555	PERMIT FEES	Building	10	1,646.70
			Sub-Total:	\$1,646.70
A 2590	PERMIT FEES	Sewer	2	100.00
			Sub-Total:	\$100.00
A1255	Conservation	Conservation	17	129.85
			Sub-Total:	\$129.85
A1603	Registrar Fees	Certified Copies	15	150.00
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		Sub-Total:	\$150.00
A2544	Dog Licensing	Female, Spayed	18	162.00
	205 2000000	Female, Unspayed	1	17.00
		Male, Neutered	14	126.00
		Purebred Licenses	1	50.00
		Replacement Tags	1	0.00
	Late Fee	Late Fee	3	75.00
	Seniors, 65 and older	Seniors, 65 and older	4	-12.00
			Sub-Total:	\$418.00
		Total i	Local Shares Remitted:	\$5,369.55
Amount paid to:	NYS Ag. & Markets for spay/neuter program	1		63.00
Amount paid to:	NYS Environmental Conservation			2,227.15
Amount paid to:	State Health Dept. for Marriage Licenses			22.50
	aty & Local Revenues: \$7,682.20		Non-Local Revenues:	\$2,312.65

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

		Jame Pan	12/1/15
Supervisor	Date	Town Clerk	Date