### Town of Greenville

### SCHEDULED TOWN BOARD MEETING AGENDA August 18th, 2025

### This meeting will be held in person at Pioneer Hall.

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### 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
- 1) Greg Davis, District #4 County Legislator
- m) Events

#### **NEW BUSINESS**

- a) Insurance Renewal
- b) Lawsuit Update
- c) Memorial Bench Discussion
- d) Equipment Bid Opening
- e) BAR Appointment
- f) Roller Discussion
- g) Pavilion Updates
- h) State Aid Payment \$822
- i) .gov Progress Updates
- j) Greenway Grant Part II Contract
- k) Misc.

#### **OPEN MEETING**

Supervisors Report

Bill paying/audit of bills

# Town of Greenville Building Department Monthly Report

Month of
Building Permits:
Inspections: 31
Title Searches:
Septic Permits:
Sign Permits:
Fire Calls:
Violations:
Notes  It's been a usual summer month with  I. new building starts.  2. clusing out permits  3. answering many auestwas on zoning  MM Cay G

enville

Miscellaneous Cash Report

For Transaction Type: Permits

For: All Fee Types

Date Range: 07/01/2025 to 07/31/2025

Page:

1

Transaction Type	Fee Type	Receipt#	Date	Customer	Qty	Total
Permits	CO Search		07/01/2025	Hunter-windham, Abstract 6193 Main Street Po Box 908 Tannersville, NY 12485	1	\$50.00
Permits	Building		07/10/2025	Greenville-rescue-squad, 2133 Rt 41 Greenville, NY 12083	1	\$1,320.00
Permits	CO Search		07/10/2025	Hudson-search,	1	\$50.00
Permits	CO Search		07/16/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search		07/16/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search '		07/22/2025	Hudson-valley-land-svc,	1	\$50.00
Permits	CO Search		07/31/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search		07/31/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	Building	B25-041	07/10/2025	Licata, Joe Maple Ave Bx223 Greenville, NY 12083	1	\$421.25
Permits	Building	B25-042	07/10/2025	Labuff, Robert Po Box 335 Freehold, NY 12341	1	\$194.00
Permits	Building	B25-044	07/22/2025	Forman, Michael 591 Old Plank Road Greenville, NY 12083	1	\$294.50
Permits	Building	B25-045	07/22/2025	Burger, Scott 186 Meadowbrook Ln Greenville, NY 12083	1	\$168.00
Permits	Building	B25-046	07/31/2025	Summation-point, 543 Elwood Rd E. Northport, NY 11731	1	\$125.00
Permits	Building	B25-047 /	07/31/2025	Natale, Angelo 1347 209th Street Bayside, NY 11360	1	\$108.00

Total Quantity: 14
Grand Total: \$2,980.75

# Office of the Assessor

Ph: 518-966-5055x3 Fx: 518-966-4108

August 18, 2025

RE: August Monthly Report

### School Tax Roll

The data file for the school tax bills was uploaded to RPTS on August 8, 2025.

#### Jessica Lewis

From:

Don Teator <dteator@gmail.com>

Sent:

Friday, August 15, 2025 6:38 AM

To:

Jay Goodman; Debra Danner; Bud Bear; Tal Rappleyea; Ken Elsbree; Don Teator; William

Bardel; Susan Roth; Mark Overbaugh; Hope Nugent; William Von Atzingen; Jessica

Lewis; Travis Richards; John Bensen; Paul Macko; Richard Bear

Subject:

Planning Board Report to TB - August 2025

Planning Board report to Town Board – August 2025 August 2025

Due to a lack of agenda items, the August 6 meeting was cancelled.

However, I wish to draw your attention to our history of commercial solar applications. The Planning Board observes a continued pattern of incomplete submissions and/or flawed siting in the commercial solar development proposals it receives —a fact that obligates lengthy planning reviews well in excess of other planning proposals. The quality of these applications challenge the Planning Board as it faithfully applies our zoning law and commercial solar law to balance community interests and commercial interests. If local determination is valued then the Town Board is urged to pro-actively discuss with its counsel ways for the Town to anticipate the rapid, ongoing evolution of commercial solar law in New York State. A passive approach is simply not sustainable.

Respectfully submitted, Don Teator PB Chair

# **Premium Summary**

Policy Type	Expiring Carrier	A.M. Best Rating	Admit in NY	Expiring Premium	Proposed Carrier	A.M., Best Rating		Proposed Premium
Property	NYMIR	A+	Yes	\$27,682.94	NYMIR	A+	Yes	\$31,800.51
Inland / Marine	NYMIR	A+	Yes	\$8,263.00	NYMIR	A÷	Yes	\$9,949
General	NYMIR	A+	Yes	\$11,404.00	NYMIR	A+	Yes	\$13,322
Liability Law Enforcement	NYMIR	A+	Yes	\$981.00	NYMIR	A+	Yes	No Coverage
Liability Public Officials	NYMIR	Α÷	Yes	\$2,853.00	NYMIR	A+	Yes	\$2,927.00
Crime	Selective	A+	Yes	\$700.00	NYMIR	A+	Yes	\$ 275.00
Business Auto	NYMIR	A+	Yes	\$9,440.00	NYMIR	A+	Yes	\$11,388
Excess Liability	NYMIR	A+	Yes	\$4,609.00	NYMIR	A+	Yes	\$4,727
Total Premium				\$65,932.94				\$74,388.51

### Subject To:

Property values increased 6.93% total blanket increased from \$ 14,756,082 to \$ 15,778,449 Several additions to Property in the open- Inland Marine coverage:

- 2 clocks- \$2,000 each
- Sign- \$30,000
- Cemeteries 10- \$1,000 each, 1 cemetery- \$ 5,000
- Dugouts- \$1,500 each
- Fencing throughout the town-\$25,000
- Basketball court at 175 New Ridge Rd- \$5,000
- Playground at Norton Hill- \$ 50,000

Vehicles Added- 2017 International Dump/2013 Mack Dump/2025 Caterpillar Wheel Loader/ 2015 Lee Boy Shoulder Machine

Crime coverage moved from Selective to NYMIR for savings of \$ 425.00.

#### Total premium increased 13.61%

- -Terrorism coverage must be accepted or declined prior to binding of policy.
- -Higher limits of liability may be available to you. If you would like a quotation for higher limits, please let us know.

<sup>\*\*</sup> Signed proposal\*\*

The abbreviated outline of insurance coverage contained in this proposal is not intended to express any legal opinion as to the nature of coverage. The abbreviated summary of insurance coverage set forth in this proposal is subject to all of the terms, conditions, exclusions and limitations of the policy(ies) in current use by the insurance company(ies) listed for the summarized coverage. In order to fully understand the terms, conditions, exclusions and limitations of the insurance policy(ies) referred to in this proposal, you should request and review a specimen copy of the policy(ies).

Proposal accepted as presented:		
	Authorized Signature	Date

### Jessica Lewis

From:

Margaret Donohue < margaretdonohue472@gmail.com>

Sent:

Wednesday, August 13, 2025 1:17 PM

To:

Jessica Lewis

Subject:

question

Would you know who I would contact if I want to purchase a memorial bench or planter to put near the Greenville pond or in the area in front of the library?

Thank you. Hope all is well with you and your family.

Margaret Donohue 518 542 8917

# Dear Town Supervisor Bensen:

We have processed a State aid payment in the amount of \$822.00 for your Town. This is the Temporary Municipal Assistance (TMA) payment, enacted by Chapter 53 of the Laws of 2025. For accounting purposes, we recommend using revenue code A3089 - State Aid, Other.

If you have State payments automatically deposited to your Town's account you should receive a deposit advice from your bank. If you receive State payments by check, you will receive a check in the mail. Regardless of whether the TMA payments were disbursed to your locality via automatic deposit or by check, the payment will indicate that it originated from Agency Code OSC01 and include the reference "TMA".

If you receive a larger payment than indicated above, it is because the Statewide Financial System (SFS) combines our payments with payments due to you from other programs. Local governments are vendors in SFS and, as such, you can access information about payments for your Town within SFS, by using the following link:

# n to 1/11 sts n/ 30/ ndex 200 end to

If you have any questions, please contact our Monitoring and Analysis Unit at LGSAMonitoring@osc.ny.gov, or by phone at 1-866-321-8503 (Option 3).

Sincerely,

# **Edward J Burgess IV**

Chief of Data Operations

cc: CEO

# Jessica Lewis

From: Sent:

To:

Subject:	Update on your .gov request: townofgreenvilleny.gov
Hi, JESSICA.	
We've identified an ac	tion that you'll need to complete before we continue reviewing your .gov domain request.
DOMAIN REQUESTED: ON: Aug. 12, 2025 STATUS: Action neede	townofgreenvilleny.gov REQUESTED BY: townclerk@townofgreenvilleny.com REQUEST RECEIVED
DOMAIN NAME DOES does not meet our nar	NOT MEET .GOV REQUIREMENTS We've reviewed your domain request and, unfortunately, it ming requirements.
Domains should unique naming requirements	ely identify a government organization and be clear to the general public. Read more about for your type of organization <a href="https://get.gov/domains/choosing/">https://get.gov/domains/choosing/</a> .
Then, log in to the reg	dentify a new domain name that meets our naming requirements for your type of organization. istrar and update the name in your domain request. <a href="https://manage.get.gov">https://manage.get.gov</a> Once you submit, we'll resume the adjudication process.
name townofgreenvill Additionally, we do no	not approve this name as it is insufficiently unique under our naming requirements: the domain eny.gov lacks a county ID to distinguish it from other Greenville's in the U.S. and New York. at operate on a first-come, first-served basis, and part of our responsibility is to minimize the risk all mislead or confuse users (see 6 USC 665(c)(1)).
greenvillegreenecony	oprove a request for an alternative domain: greenvilletowngreenecony.goy or govIf you would like to move forward with either alternative domain, let us know which one and age on our end, or you can modify the domain request at https://manage.get.gov/.
If you have any questi please reply to this en	ons or would like to run some of your own alternative domain names by us for consideration, nail.
THANK YOU .Gov helps the public	identify official, trusted information. Thank you for requesting a .gov domain.
The .gov team	1

help@get.gov Thursday, August 14, 2025 1:38 PM

Jessica Lewis

Here showly know



# .gov Registrar

MENU



We'll email a copy of your request to you.

# Next steps in this process

We'll review your request. This review period can take 30 business days. Due to the volume of requests, the wait time is longer than usual. We appreciate your patience.

During our review, we'll verify that:

- Your organization is eligible for a .gov domain.
- You work at the organization and/or can make requests on its behalf.
- Your requested domain meets our naming requirements.

We'll email you if we have questions. We'll also email you as soon as we complete our review. You can <u>check the status</u> of your request at any time on the registrar.

Contact us if you need help during this process.



Manage your domains | Help | Contact us



get.gov

An official website of the Cybersecurity and Infrastructure Security Agency

About .gov

gov on Github

Privacy policy

Accessibility statement



### Grant Writing Services Proposal: Hudson River Valley Greenway Grant (Phase 2)

This is a proposal for services provided by Sustainable Growth ("Consultant") for the Town of Greenville ("Town").

Start Date: September 1, 2025

#### Scope of Work

This proposal outlines the services to be provided by the Consultant in support of the Town's grant application to the Hudson River Valley Greenway Grant Program for *Greenville Community Goals:* Comprehensive Planning Phase 2. This Phase involves a thorough review of the current Plan and will culminate in the drafting and adoption of an updated Comprehensive Plan.

The Consultant will assist the Town with the preparation and submission of the grant application to the Hudson River Valley Greenway Grant Program.

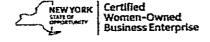
Services may include, but are not limited to:

- Defining clear objectives and a work plan for Phase 2
- Drafting the application narrative
- Building project support and securing letters of support from key stakeholders
- Managing the submission process of the application
- Preparing and submitting all required supporting documentation, including budget, project timeline, and necessary Town Resolutions.

#### **Compensation and Time Commitment**

The Consultant will provide up to 25 hours of support per month at a rate of \$75 per hour, for a total of \$1,875. An invoice for the total cost will be submitted following the grant application submission and will include a summary of hours worked and services provided.

Payment Terms					
Service	Hourly Rate	Estimated Hours	Maximum Cost		
Grant Writing Services	\$75	25	\$1,875		
	Estimated Total:	25	\$1,875		





### Proposal 25-07 Town of Greenville

	,
Terms	
submitted, on or before October 31, 2025, unle with 30 days' written notice. Additional service	l, 2025 and continue until the grant application is ess otherwise modified or terminated by either party es beyond the scope outlined above may be provided arately. Service Codes: NIGP: 91821 & 94652, NAICS
Agreement Execution	
By signing below, the undersigned agrees to the	terms and conditions outlined in this agreement.
Name	Title
Signature	Date





# LIMITED LIABILITY PARTNERSHIP CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

August 18, 2025

Members of the Town Board Town of Greenville 11159 State Route 32 Greenville, NY 12083

Attention: Tax Collector and Town Supervisor

This letter is to explain RBT CPAs, LLP's ("RBT", "we", "us", or "our") understanding of the arrangements for, and the nature and limitations of, the services we are to perform for the Town of Greenville (the "Town") with respect to the Tax Collector's compliance with the accounting and recordkeeping as described in the Local Government Management Guide, Fiscal Oversight (the "Guide"), published by the New York State Comptroller's Office (the "NYS OSC"), (the "Specified Requirements") for the period from January 1, 2024 through December 31, 2024. The Tax Collector is responsible for compliance with the Specified Requirements. The specific procedures to be performed are included below. We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Engagement Letter").

#### Specific Procedures to be Performed

- Examine the accounting and recordkeeping of the Tax Collector for compliance with the annual accounting
  and audit procedures as required in the Guide, which procedures include inquiries and examinations of
  documents.
- Testing a sample of transactions to ensure that they have been handled according to the requirements as described in the Guide. See Appendix A for specific procedures to be performed.
- Report on the Tax Collector's compliance with those requirements.

#### **Engagement Services**

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (the "AICPA") and the *Government Auditing Standards* ("GAS"), issued by the Comptroller General of the United States. Because the procedures stated above do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

rbtcpas.com ==

11 Racquet Road Newburgh, NY 12550

2678 South Road Suite 101 Poughkeepsie, NY 12601 P.O. Box 757 2215 Rt. 9W Lake Katrine, NY 12449

P.O. Box 209 51 Sullivan Street Wurtsboro, NY 12790 4071 Route 9, Stop 1 Hudson, NY 12534

590 Madison Avenue 21st Floor New York, NY, 10022

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

It is important to note that agreed-upon procedures engagements provide no level of assurance, and, as a result, we may not perform sufficient work to be able to develop elements of a finding or provide recommendations that are common in other types of GAS engagements.

Our report will contain a statement that it is intended solely for the use of the Town and the Tax Collector, and that this report is an integral part of an agreed-upon procedures engagement performed in accordance with GAS. Accordingly, this communication is not suitable for any other purpose and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the Tax Collector's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

The procedures that we will perform are not designed and cannot be relied upon to disclose instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse. Furthermore, the procedures are not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. However, as specifically required by GAS, significant deficiencies; material weaknesses; instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that come to our attention and that warrant the attention of those charged with governance will be communicated to management and the Town Board. If we detect any instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that do not warrant the attention of those charged with governance, our determination of whether and how to communicate such instances to management and the Town Board is a matter of professional judgment. Additionally, we will determine whether the existence of such matters affects our ability to conduct or report on the agreed-upon procedures engagement.

We will maintain our independence in accordance with the standards of the AICPA.

#### Town and Tax Collector's Responsibilities

The appropriateness of the procedures, as specified in the Specific Procedures to be Performed section above, is solely the responsibility of the Town and the Tax Collector. We make no representation regarding the appropriateness of the procedures described above, either for the purpose for which these services have been requested or for any other purpose.

Management of the Town and the Tax Collector are responsible for:

- 1. providing to us, prior to the conclusion of the engagement, written acknowledgment that the attached procedures are appropriate for the intended purpose of this engagement;
- 2. providing to us, at the conclusion of the engagement, a representation letter in accordance with attestation standards established by the AICPA;
- 3. the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Subject Matter that is free from material misstatement, whether due to fraud or error;
- 4. the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Tax Collector involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Subject Matter; and
- 5. informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Tax Collector received in communications from employees, former employees, analysts, regulators, short sellers or others.

#### Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Tax Collector's books and records. The Tax Collector will determine that all such data, if necessary, will be so reflected. Accordingly, the Tax Collector will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Tax Collector personnel will be discussed and coordinated with Jessica Lewis, Tax Collector. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

#### Fees and Costs

Our fees are based on the time required by the individuals assigned to the engagement. The fee for the Tax Collector agreed-upon procedures will be \$3,500. If additional services are required of RBT CPAs, LLP beyond the initial evaluation, these services will be billed at individual hourly rates, which vary according to the degree of responsibility involved and the skill required. Billings are due upon submission.

#### Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RBT CPAs, LLP gives the Tax Collector access to a Third-Party Product in connection with the services contemplated herein, the Tax Collector agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Tax Collector shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Tax Collector, or any user to whom the Tax Collector grants access to such Third-Party Product, the Tax Collector agrees to indemnify and hold RBT CPAs, LLP harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Tax Collector, or any user to whom the Tax Collector grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

#### Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of RBT. For the purposes of this Engagement Letter, the term "Documentation" shall mean the confidential and proprietary records of RBT's procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RBT for the Town or Tax Collector under this Engagement Letter, or any documents belonging to the Tax Collector or furnished to RBT by the Tax Collector.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable RBT policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in RBT's form. RBT reserves the right to decline a successor practitioner's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Town or Tax Collector, the Town or Tax Collector will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

#### Indemnification, Limitation of Liability, and Claim Resolution

Because RBT will rely on the Town and the Tax Collector and their management to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release RBT and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Town or Tax Collector's management.

The Town, Tax Collector, and RBT agree that no claim arising out, from, or relating to the services rendered pursuant to this Engagement Letter shall be filed more than two years after the date of the agreed-upon procedures report issued by RBT or the date of this Engagement Letter if no report has been issued. In no event shall RBT, the Town, or the Tax Collector, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively the "Covered Parties" and each individual, a "Covered Party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the probability of such damages. To the fullest extent permitted by law, the total aggregate liability of the Covered Parties arising out of, from, or relating to this Engagement Letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a Covered Party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Town or Tax Collector to RBT under this Engagement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Town and Tax Collector of their payment obligations to RBT under this Engagement Letter.

#### Confidentiality

RBT, the Town, and the Tax Collector may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RBT, the Town and the Tax Collector agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RBT is permitted to disclose the Town and Tax Collector's Confidential Information to RBT's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

#### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

#### **Data Protection Compliance**

RBT, the Town, and the Tax Collector acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

#### **Personal Information**

As used herein, the term "Personal Information" means any personal information as may be defined by applicable privacy, data protection or cybersecurity laws, that directly or indirectly identifies a natural person and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Tax Collector provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

#### Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody of all your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

#### Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

You may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of RBT, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

#### Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Tax Collector acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Tax Collector or an individual to be identified by third parties without your prior written consent.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves RBT and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

In addition to the above costs for additional procedures, it is agreed by the Town, the Tax Collector and RBT CPAs, LLP that, should you hire any of our professionals assigned to this project within eighteen months of this assignment, you will be billed 100 percent of their current annual salary. This additional fee is being charged to offset recruitment, training and development expenses we would incur to replace this person.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter, the Tax Collector shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The Tax Collector shall not knowingly cause RBT CPAS LLP to violate any sanctions applicable to RBT CPAS LLP. As used herein "Sanctioned List" means any sanctioned person or Tax Collector lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

#### **Notices**

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

#### Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

#### **Entire Agreement**

This Engagement Letter constitutes the complete and exclusive statement of agreement between RBT, the Town, and the Tax Collector and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

#### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Specified Requirements, including our respective responsibilities.

#### Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

RBT CPAs, LLP

Michael A Torchia Jr., CPA, CVA

Partner

Town Supervisor John Bensen

Confirmed on behalf of the Town:

Date

#### APPENDIX A

We will perform the following procedures for the Tax Collector, on a sample basis, which correspond to compliance with the NYS OSC's requirements:

- Test that 25 cash receipts procedures complied with NYS OSC Guide requirements, including:
  - o Cash receipts were issued and were pre-numbered,
  - o Duplicate copies of deposit slips were kept for Tax Collector records,
  - o Deposits were made within 24 hours of collection,
  - Undeposited receipts were safeguarded until deposited,
  - o Deposits were recorded in the tax register,
  - o Deposit amounts agreed to cash receipt batches,
  - o Tax Collector's tax bill was handled adequately, and
  - Penalties were assessed on late payments.
- Test that the procedures for two cash disbursements from each bank account complied with NYS OSC Guide requirements, including:
  - o Checks were pre-numbered, consecutive and signed by the Tax Collector,
  - o Checks were recorded in the checkbook, and
  - o Copies of cancelled checks were included with the bank statement.
- Test that two bank reconciliations for each bank account were prepared accurately and timely, including:
  - Reconciliation identified the preparer and the date prepared,
  - o Reconciliations did not include stale dated items (i.e. checks older than six months), and
  - o Reconciliations agreed the ending adjusted bank balance to the tax register.
- Test that accountability procedures complied with the NYS OSC Guide requirements, including:
  - o Bank pledged adequate, eligible securities to protect tax collector deposits that exceed FDIC insurance protection, when applicable,
  - o Tax Collector's bank account began with a \$0 balance at the start of the collection period, and
  - Unused checks were properly controlled.
- Test that reporting procedures complied with NYS OSC Guide requirements, including:
  - o Payments were made at least weekly to the supervisor until the Town's share was satisfied,
  - o Receipt forms were issued by the Supervisor to acknowledge collection,
  - o Payments were made timely to the County Treasurer,
  - o Interest earned on tax collections was remitted to the Supervisor and/or County as appropriate,
  - O Unpaid list was prepared at expiration of the warrant and was sent to the County, and
  - Settlement with the County was complete following the tax collection period and all issues have been adequately resolved.



# LIMITED LIABILITY PARTNERSHIP CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

August 18, 2025

Members of the Town Board Town of Greenville 11159 State Route 32 Greenville, NY 12083

Attention: Town Clerk and Town Supervisor

This letter is to explain RBT CPAs, LLP's ("RBT", "we", "us", or "our") understanding of the arrangements for, and the nature and limitations of, the services we are to perform for the Town of Greenville (the "Town") with respect to the Town Clerk's compliance with the accounting and recordkeeping as described in the Local Government Management Guide, Fiscal Oversight (the "Guide"), published by the New York State Comptroller's Office (the "NYS OSC"), (the "Specified Requirements") for the period from January 1 through December 31, 2024. The Town Clerk is responsible for compliance with the Specified Requirements. The specific procedures to be performed are included below. We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Engagement Letter").

#### Specific Procedures to be Performed

- Examine the accounting and recordkeeping of the Town Clerk for compliance with the annual accounting
  and audit procedures as required in the Guide, which procedures include inquiries and examinations of
  documents.
- Testing a sample of transactions to ensure that they have been handled according to the requirements as
  described in the Guide. See Appendix A for specific procedures to be performed.
- Report on the Town Clerk's compliance with those requirements.

#### **Engagement Services**

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (the "AICPA") and the *Government Auditing Standards* ("GAS"), issued by the Comptroller General of the United States. Because the procedures stated above do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

rbtcpas.com =

11 Racquet Road Newburgh, NY 12550

P.O. Box 757 2215 Rt. 9W Lake Katrine, NY 12449

P.O. Box 209 51 Sullivan Street Wurtsboro, NY 12790 4071 Route 9, Stop 1 Hudson, NY 12534

590 Madison Avenue 21st Floor New York, NY, 10022

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

It is important to note that agreed-upon procedures engagements provide no level of assurance, and, as a result, we may not perform sufficient work to be able to develop elements of a finding or provide recommendations that are common in other types of GAS engagements.

Our report will contain a statement that it is intended solely for the use of the Town and the Town Clerk, and that this report is an integral part of an agreed-upon procedures engagement performed in accordance with GAS. Accordingly, this communication is not suitable for any other purpose and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the Town Clerk's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

The procedures that we will perform are not designed and cannot be relied upon to disclose instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse. Furthermore, the procedures are not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. However, as specifically required by GAS, significant deficiencies; material weaknesses; instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that come to our attention and that warrant the attention of those charged with governance will be communicated to management and the Town Board. If we detect any instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that do not warrant the attention of those charged with governance, our determination of whether and how to communicate such instances to management and the Town Board is a matter of professional judgment. Additionally, we will determine whether the existence of such matters affects our ability to conduct or report on the agreed-upon procedures engagement.

We will maintain our independence in accordance with the standards of the AICPA.

#### Town and Town Clerk's Responsibilities

The appropriateness of the procedures, as specified in the Specific Procedures to be Performed section above, is solely the responsibility of the Town and the Town Clerk. We make no representation regarding the appropriateness of the procedures described above, either for the purpose for which these services have been requested or for any other purpose.

Management of the Town and the Town Clerk are responsible for:

- 1. providing to us, prior to the conclusion of the engagement, written acknowledgment that the attached procedures are appropriate for the intended purpose of this engagement;
- 2. providing to us, at the conclusion of the engagement, a representation letter in accordance with attestation standards established by the AICPA;
- 3. the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Subject Matter that is free from material misstatement, whether due to fraud or error;
- 4. the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town Clerk involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Subject Matter; and

informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Town Clerk received in communications from employees, former employees, analysts, regulators, short sellers or others

#### Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Town Clerk's books and records. The Town Clerk will determine that all such data, if necessary, will be so reflected. Accordingly, the Town Clerk will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Town Clerk personnel will be discussed and coordinated with Jessica Lewis, Town Clerk. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

#### Fees and Costs

Our fees are based on the time required by the individuals assigned to the engagement. The fee for the Town Clerk agreed-upon procedures will be \$3,500. If additional services are required of RBT CPAs, LLP beyond the initial evaluation, these services will be billed at individual hourly rates, which vary according to the degree of responsibility involved and the skill required. Billings are due upon submission.

#### Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RBT CPAs, LLP gives the Town Clerk access to a Third-Party Product in connection with the services contemplated herein, the Town Clerk agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Town Clerk shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Town Clerk, or any user to whom the Town Clerk grants access to such Third-Party Product. the Town Clerk agrees to indemnify and hold RBT CPAs, LLP harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Town Clerk, or any user to whom the Town Clerk grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

#### Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of RBT. For the purposes of this Engagement Letter, the term "Documentation" shall mean the confidential and proprietary records of RBT's procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RBT for the Town or Town Clerk under this Engagement Letter, or any documents belonging to the Town Clerk or furnished to RBT by the Town Clerk.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable RBT policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in RBT's form. RBT reserves the right to decline a successor practitioner's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Town or Town Clerk, the Town or Town Clerk will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

#### Indemnification, Limitation of Liability, and Claim Resolution

Because RBT will rely on the Town and the Town Clerk and their management to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release RBT and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Town or Town Clerk's management.

The Town, Town Clerk, and RBT agree that no claim arising out, from, or relating to the services rendered pursuant to this Engagement Letter shall be filed more than two years after the date of the agreed-upon procedures report issued by RBT or the date of this Engagement Letter if no report has been issued. In no event shall RBT, the Town, or the Town Clerk, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively the "Covered Parties" and each individual, a "Covered Party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the probability of such damages. To the fullest extent permitted by law, the total aggregate liability of the Covered Parties arising out of, from, or relating to this Engagement Letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a Covered Party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Town or Town Clerk to RBT under this Engagement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Town and Town Clerk of their payment obligations to RBT under this Engagement Letter.

#### Confidentiality

RBT, the Town, and the Town Clerk may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RBT, the Town and the Town Clerk agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RBT is permitted to disclose the Town and Town Clerk's Confidential Information to RBT's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

#### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

#### **Data Protection Compliance**

RBT, the Town, and the Town Clerk acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

#### **Personal Information**

As used herein, the term "Personal Information" means any personal information as may be defined by applicable privacy, data protection or cybersecurity laws, that directly or indirectly identifies a natural person and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Town Clerk provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

#### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody of all your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

#### Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

You may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of RBT, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

#### Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Town Clerk acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Town Clerk or an individual to be identified by third parties without your prior written consent.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves RBT and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

In addition to the above costs for additional procedures, it is agreed by the Town, the Town Clerk and RBT CPAs, LLP that, should you hire any of our professionals assigned to this project within eighteen months of this assignment, you will be billed 100 percent of their current annual salary. This additional fee is being charged to offset recruitment, training and development expenses we would incur to replace this person.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. the Town Clerk shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The Town Clerk shall not knowingly cause RBT CPAS LLP to violate any sanctions applicable to RBT CPAS LLP. As used herein "Sanctioned List" means any sanctioned person or Town Clerk lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

#### Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

#### Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

**Entire Agreement** 

This Engagement Letter constitutes the complete and exclusive statement of agreement between RBT, the Town, and the Town Clerk and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

**Electronic Signatures and Counterparts** 

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Specified Requirements, including our respective responsibilities

Acknowledgement and Acceptance

RBT CPAs, LLP

Town Supervisor John Bensen

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Date

AGREED TO AND ACKNOWLEDGED BY:

mulf & I det a	VA
Michael A Torchia Jr., CPA, CVA Partner	
Confirmed on behalf of the Town:	

#### APPENDIX A

We will perform the following procedures for the Town Clerk, on a sample basis, which correspond to compliance with the NYS OSC's requirements:

- O Test that 20 cash receipts and one month of DECALS procedures complied with NYS OSC Guide requirements, including:
  - O A cash receipts journal was totaled and summarized at the end of each month,
  - O Duplicate copies of deposit slips were kept for Town Clerk's records,
  - o Deposit amounts agreed to cash receipt batches,
  - O Deposits were made within 3 business days after \$250 was collected, and
  - Undeposited receipts were safeguarded until deposited.
- Test that the procedures for two cash disbursements from each bank account complied with NYS OSC Guide requirements, including:
  - O Checks were pre-numbered, consecutive and signed by the Town Clerk,
  - O Copies of cancelled checks were included with the bank statement, and
  - O Unused checks were properly controlled.
- Test that two bank reconciliations for each bank account were prepared accurately and timely, including:
  - o Reconciliations identified the preparer, the date prepared, and the reviewer,
  - o Reconciliations did not include stale dated items (i.e. checks older than six months), and
  - o Reconciliations agreed the ending adjusted bank balance to the monthly accountability.
- Test that accountability procedures complied with the NYS OSC Guide requirements, including:
  - O Unissued licenses and permits are safeguarded,
  - O A cash disbursement journal was maintained, and
  - o Bank pledged adequate, eligible securities to protect Town Clerk deposits that exceed FDIC insurance protection, when applicable.
- o Test that reporting procedures complied with the NYS OSC Guide requirements, including:
  - Monthly reports and payments were made timely to the Supervisor, the Department of Health, The Department of Agriculture and Markets, and the Department of Environmental Conservation, and agreed to monthly cash receipts and disbursements.

DOC ID: 8294 A





### Resolution No. 216-25

# **Awarding Bid For Propane**

WHEREAS, the Acting Clerk of the Greene County Legislature did advertise in the Albany Times Union on Thursday, June 12th, 2025 and the Mountain Eagle on Friday, June 13th, 2025 for propane (fixed and/or variable) for the year beginning September 1st, 2025 through August 31st, 2026 to several locations in Greene County; and

WHEREAS, three (3) propane bids were received, opened and read publicly, at 1:30 p.m. on Wednesday, July 2<sup>nd</sup>, 2025 and as a result thereof, it was determined that the lowest responsible fixed price bidder meeting all specifications for propane was: Nolan Bottle Gas Company, Inc., P.O. Box 280, Ravena, New York 12143:

For propane for all eleven (11) county sites (listed below), the fixed price of \$1.29 per gallon:

Emergency Operations Center, Cairo Seven Bay Garage, Cairo Fire Training Center, Cairo Rivertown Senior Center, Athens Acra Senior Center, Acra Buildings and Grounds, Catskill

Highway Dept. Shop #1, Athens Highway Dept. Bldg. #2, Athens Highway Dept. Bldg. #3, Ashland Highway Dept. Bldg. #4, Freehold Highway Dept. Bldg. #5, Hunter

and

for any other political subdivision, fire company or district, the fixed price of \$1.29 per gallon;

NOW, THEREFORE, BE IT RESOLVED, that the fixed price bid for propane for the year beginning September 1<sup>st</sup>, 2025 and ending August 31<sup>st</sup>, 2026 for the above eleven (11) county sites and for any political subdivision, fire company or district be awarded to Nolan Bottle Gas Company, Inc., and that the Chairman of the Greene County Legislature be authorized to execute a contract with Nolan Bottle Gas Company, Inc., subject to approval as to form by the County Attorney.

#### **ATTACHMENTS:**

7-2-25 Memo From B&G Re - Awarding Propane Bid (PDF)

**Meeting History** Finance 07/14/25

MOVED FOR ADOPTION

Town Clerk Monthly Report July 01, 2025 - July 31, 2025

Account#	Account Description	Fee Description	Qty	Local Share
	Conservation	Conservation	1	2.38
			Sub-Total:	\$2.38
A 2130	MISC. FEES	Recycling	13	4,634.00
			Sub-Total:	\$4,634.00
A 2555	CO Search	CO Search	7	350.00
	PERMIT FEES	Building	7	2,630.75
			Sub-Total:	\$2,980.75
A1603	Registrar Fees	Certified Copies	13	130.00
			Sub-Total:	\$130.00
A2544	Dog Licensing	Female, Spayed	22	198.00
,,,,	<b>5</b> 5	Female, Unspayed	3	51.00
		Male, Neutered	13	117.00
		Male, Unneutered	3	68.00
	Seniors, 65 and older	Seniors, 65 and older	12	-36.00
			Sub-Total:	\$398.00
A7550.4	Celebrations	Food Vendor Application	1	100.00
A7000.4		Vendor Application	4	200.00
			Sub-Total:	\$300.00
		Total Lo	ocal Shares Remitted:	\$8,445.13
Amount paid to:	NYS Ag. & Markets for spay/neuter program	**************************************		56.00
Amount paid to:	NYS Environmental Conservation			23.62
Total State, Coun	ity & Local Revenues: \$8,524.75	Total N	on-Local Revenues:	\$79.62

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

# Greenville Local History Group Newsletter

The state of the s

July 2025. Issue 336

Flach: Village Canvas V—East I

A glance at the calendar made me opine that summer is speeding by. A warm July evening provided the opportunity for these attendees to experience another Flip performance:

John Haneke. Stephanie Ingalls, Jeff Pellerin, Roland Reissig, Terry & Garth Bryant, Margaret Donohue, Paul Augstein, Barbara & Flip Flach & daughter Kristen Prayto & granddaughter Abigayle Prayto, Johanna & Robert Titus, Marie & Glenn Hardin, Anita Orsino, Joyce Chase, Rachel Ceasar, Richard Ceasar, Christine Mickelsen, Debra & Don Teator, and perhaps a few more that eluded paper and memory.

See August program note—page 7

### Flip Flach Extended Village Canvas: V

Flip Flach provided another program chocked full of memories, some of which others confirmed, some of which scratched the edges of our memory recall, and quite a bit that left most of us marveling at Flip.

The program idea started several years ago. Eventually, it crystalized to:
An Extended Village Canvas: a presentation of memories of "ex-buildings, ex-businesses, ex-entrepreneurs" that graced and inhabited the roadways a half-mile or more from the Four Corners of Greenville.

The range has certainly changed, with three of the five programs so far revealing memories from beyond that half-mile range. It has been an enjoyable expansion of idea, though.

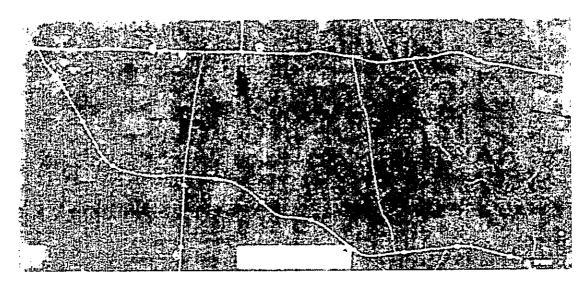
Also noted is that although this is officially Flip's program. he has been gracious enough

to allow any of us to add memories or to add sites and people to the discussion.

Another note, perhaps a disclaimer, is that many of the buildings and people noted could be turned into a program on their own. Failure to include a site along Flip's memory or to show a range of local history should not diminish the value of any omitted items.

One more disclaimer: The names listed in connection to houses are specific to Flip (unless otherwise noted) – it is what he remembers, even if other families lived there. Another person might well call the same house by a different name.

And so we started Flip Flach's Part V of the Canvas series. After two programs for the west entrance to Greenville and two more from the north, this time we start in the east.



I made this screenshot from Google Maps. Upper left is Greenville The two blue horizontal line are Rt 26 on top, Rt 81 on the bottom. The vertical lines are Highland Rd and Scutt Road, both referenced in this article. One step further and one can find any house on any of the blue lines. Technology!

using CR 26 and SR 81 as our measuring sticks.

Starting on Rt 26 at the junction of Willowbrook Drive, we first noted the scenic cemetery on top of the ridge of the long field. Although we have commonly called it the Rundell cemetery, most of the online sources identify it as the Palmer Cemetery.

Driving back a couple hundred yards, we encountered the Rundell Compound, as Flip called it. It is a collection of the main house, a sizable tenant house, and several barns. This farm used to be a quite prosperous farm. The descendants still live there. Most notable is the worn siding of the main house.

About ten newer houses fill the next quarter mile, evading Flip's memory.

Spring Brook Farm, as listed on the Greene County Register, is Bob Capone's residence. Before Bob, his parents, Pearl and Joe Capone, lived there. Pearl was an active volunteer in Greenville for many years. Well kept grounds and a perfect barn for the background draw attention.

Around the next bend of the road is the Heidelberg Farm. It is a scenic white colonial

backdropped by a few red barns. Newly straightened stone walls and scenic, open fields accompany. Flip remembers the name Butler and Burgess, and I have learned that a relative of the Thompson family, with a Stevens connection, has recently purchased it.

The next stop to be noted is the intersection with Spring Valley Road. A little further along the way is the Frank and Althea Kummer residence. Some in the audience had gone to school with the children, now close to my age. Etched into our minds is the tragic story of Frank not returning home one day from tending to the beehives. He was stung and had an allergic reaction that treatment today could easily have handled. A tragic story.

Next comes the intersection with Willowbrook Road and 100 yards past that is a small clean white house fronting a pond and a dozen cabins along a pathway. Called Lake Wiltwyck, the sign that was missing on my scouting trip is now returned, freshly re-painted. Flip recounted the Wiltsie family living there.

We climbed partway up the hill towards Cedar Lane on whose corner was the Art & Elli Werking house.

Halfway up the hill is a small brushy-covered house that looks like it could have been a schoolhouse. In fact, it was the Brandy Hill Schoolhouse which served East Greenville. Flip recalled it was the residence of a GCS teacher Norman Shaw and his sons.

Cresting the rest of that hill, we approach Scutt Road, inducing Flip to take a detour. We drove down Scutt Road, noticed the 30 houses, turned around and identified the one single house that

was the only house on the road in Flip's memory. Guess what the name of the person living there was? If you said Leonard Scutt, you got it right. The barn in the back is gone; the Scutt house is identifiable by a little pink shed by the roadside.

We returned to Route 26 and just as we started, we noticed a long driveway with the house hidden behind some trees. That was a Rundell house, with a Rundle cemetery in the back (crossover of spelling of Rundell-Rundle surname is noted). No one seemed to know much about this secretive property. Flip remembered the Arnold name from his early days.

Another 200 yards onward, we climb the small little hill that climbs the Pine Lake Manor plateau. Several shots of empty or brushy woodland filled the presentation screen. We identified it as Brandy Hill and as the Butler Cemetery. Any buildings from the area are now long gone including Haight's Dance Hall. And there would have been several businesses on the crest of that hill.

Our next stop was a map of East Greenville. and the fair sized hamlet that existed there two centuries ago Sylvia had done a program for us about the Rundle and Butler feud. Her presentation included this map and the buildings identified on the map. Of note is the Episcopal Church that got its start here before



Brandy Hill School House

relocating towards its present location on North Street

Next, as one might expect, comes Pine Lake Manor with familiar names like Baumann and Schermer A couple programs about PLV have already been presented. As stated earner. I think each place that we have encountered on this trip deserves a program. As for PLM, we have had the good fortune of having good informants about the resort

Across the street is the office of Pine Lake Manor. But at one time it was a separate resort - 12 Maples, and a starting point for Pine Lake Manor. Omar Zeh was the resort owner

A couple hundred yards onward is the junction with Newry Road, prompting a reaching out to imagination, to a site no one has seen. A book about Greenville history talks about toll house #2 on the Coxsackie turnpike. The book states the toll house was at the road that led to Newry. We have not been able to identify where it was or might have been. And we have never seen a picture either. We cannot verify it was even at this spot.

Near the junction with Newry Road was the site of Maplewood on the Lake. It was a resort owned by the Welter family and Bette has talked about it many times. A more recent

owner renovated one building and made it into Santa's Restaurant, and then that burned. All that stands now are two or three small buildings, one recently renovated, and a filled-in swimming poolbehind which he a large lake.

Skipping several houses, we arrive at the junction with Highland Road. A stately brick house sits behind stately locust trees. Flip remembered it was the Barkman family and then the Koch family who ran a resort called Koch's Locust Manor. Newer occupants included Jonas Havens, Louise Havens, and then a recent owner remembered by Margaret Donohue.

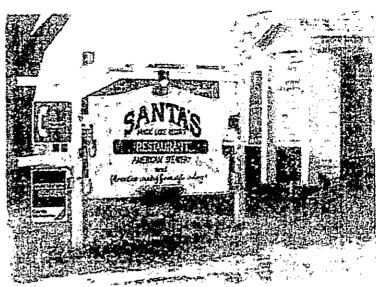
We took a quick detour to Highland Road to the end and came back. Much like Scutt Road, there was one and only one farmhouse or the road in Flip's early memory. The Sanacore family resided at the one farm, in Flip's memory.

Returning to Route 26, we encountered a white house on the left with a barn that's since been renovated, sitting across from the former first hole of the former Rainbow Lodge, Flip remembered Berkhofer.

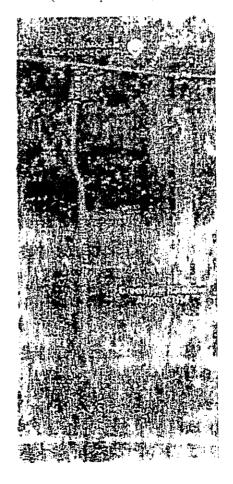
Our next memory stop was the house before Woodhouse Lodge Don had included the photo but neither Flip nor the audience knew much about the building other than a recent renovation.

Next was Rainbow Lodge and for so many years associated with the Birmann family. This south-side is now Woodhouse Lodge - a nice pizzeria and a ten unit lodging site. The north side has changed its name to Island Green Resort. No more Rainbow Lodge.

The most unique story came as we approached Turon Rd. Flip recalled that Hugo's (of rental horses acclaim on Main Street) would take their ride. On the way back, when encountering the intersection of Newry Lane and CR 26, the path "home" led directly



across the street onto a dirt path that lay between today's Turon Rd (not invented back then) and Birmann's airstrip. Check out the photo, tracing a line from the white circle down the page alongside the long grassy strip. From there, it was back to the stables on Main Street. (see map below)



After skipping about ten houses, we arrived at the Turon Farm, just past the intersection with 26A. I am sure the Turon family could speak better or more fully than we did this evening. We did recall that the Turon family, along with the Flack family, endured the consequences of eminent domain for the Alcove Reservoir.

Our next to last stop on County Route 26 Was the small, old house of the Stevens family. It was the original until the much bigger farmhouse could be built. The Atwater name is also associated with this and Orrin would have gone on for a while if he were in attendance.

We decided to end our County Route 26 journey at the Orrin Stevens farm. Orrin has told us many tales and history about the homestead and the historical marker notes the many generations who lived here, and beyond. It was the first office site of the Pioneer Insurance Company before it moved to South Street. Today you can find online the current owner's goal to establish it as an event place and museum although it is now for sale with a neighboring two properties we just visited for over two million dollars. Good gossip!

A short turn took us to Route 26A, the short road that connects 26 and 81 with a highway department and recycling center on it. The houses on the north side we knew very little about but pictured them anyway. Also included but little was said about the recycling center.

Right next to that, of course, is the highway department. A 2026 calendar page will feature its founding in 1955. Some of us remembered attending Town Board meetings there.

Lastly, we noted the medical building operated by Doctor Hubicki. This building was the topic of a program several years ago by Shelly Dobski. And I have been told that this year is his twentieth year there. Congratulations, Walter!

We are done with County Roule 26 for now The section from the Stevens' house to the bottom of the hill into Greenville will be covered in September.

So, we mentally hopped into the car and drove out to almost the town line on Route 81, stopping at the intersection with Willowbrook Road.



Scattering Post Officer George Old sensional - Bearing Loudy Lotter

the teromse store and cost ories, each \$9.07 stands were's rectory consists from medic the market unique of the terms. In the dt. The building was bought from Ords (code by labor or \$40%), who an the store from 1927-1956, hillowed in the same with ories 1964-1966. The post office closed in 1988.





On the corner of Willowbrook is a renovated house worthy to be in our calendar several years ago. The Blenis family has owned it for 100 years. Before that it was the Boyd family and was a resort called Locust Manor.

Just up the street was a modest looking twostory residence that in the 1980s was still the Surprise Post Office and Blenis General Store Nearby was an old saymill that was powered by the nearby falls. An old picture showed men standing in front of the mill before it burned in the early 1900s.

Don had inserted photos of three houses before we got to Surprise Result Road. They are distinctive, 1800s style that look like they have a history. One of them on an old postcard was called Woodside Cottage. In the 1980s there was a sign in front that advertised Twin Lakes Farm Boarding and Training Facility. Some remembered Princess Boonya. We questioned whether Boonya was a woman or an elephant No kidding!

On the corner with Surprise Result Road stood a small shed-like building that George Kaiser and his son Fred utilized as a tin shop. The building was demolished in 1965 to make way for a widened Route 81

Nearing Scutt Road, with no houses standing around it, there appears to be a steep rock slope on either side of Rt 81. This was created in the 1960s when 81 was widened. Before that, cars had to drive around it and that old road curve can be seen today if one takes time to see it.

A little further up the road, between Scutt Road and King Hill road, lies an older looking farmhouse. Some of us knew it as the Cameron house Flip remembers it as Hicket, others remember Hickok.

And then comes an interesting stretch of road, with very little physical evidence to show. Near the King Hill Road intersection is a slow moving stream that would have had a bridge over and still does although it's a big covert. This was the site of an attempted murder of a ped-

dler. This story was told by Sylvia and one of her programs.

Further up the road at the West Road intersection is a building identified as a state building. It has been there for years, and used little for years, leading all of us to question what it was ever used for and why it is still there.

And then just past there, on the other side of the road was the King Hill. Murder Bridge airplane spotter Tower used for World War II. A photo in the calendar shows Fred Kaiser posing beside the tower as Chief.

Amongst the next ten houses, we identified two of them. One of them was Kathy Williams house, where son Terry lives now Many of us remembered Kathy fondly. And somewhere along the way Jerry and Kathy Smith live, although we did not take a picture for the program. A little further on is this quirky old farmhouse, once with a sign that said Garden of Isis but it is more famous today for all of the skeletons roaming in the front yards. It is quite bizarre, and a quick poll of the audience told me to not use it for a calendar page for next year Ha

Our next stop is the rambling house, a former resort, on the corner with Highland Road known as Horton Corners. Flip knew of the name of Gough. Further on is the Lampman house for which we knew few details

Approaching the final wide bend into that straightaway into Greenville is a modest house where the Van Zandts lived. When Route 81 was widened, the house had to be moved and a family couldn't afford much. The community stepped up and built this family a new house – a real feel-good story. Many people still remember Mose Van Zandt.

Just after that is the Judge Werker house, known for the few years that he lived in the community in the 1960s with some people remembering his children Jane and Henry. Another house or two further is a long green house owned most recently by Plattner and Evola, before that possi-

bly Messina and would have been a resort called Pops Wishing Well

At the start of the long straight away into town lies the Stevens Farm. We showed a good looking aerial, and another one that Deb photographed from the plane with the bigger new house on it. Also included were two pictures taken thirty years ago when a driver-by could see the house and the barn from the road. Today that is not possible during the foliage season.

The next house was shown both as an aerial shot and as a ground shot thirty years ago. This was the residence and barns of Town Clerk Jeanne Bear and her husband Orlie.

Nex came Dr Botts House which today has

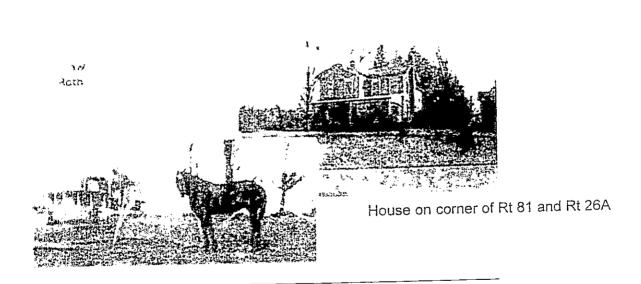
a big fence in front of it, blocking a good men of the house

Next to it sits a sturdy structured house on the corner of 81 and 26A next. We thought the right person could make a program

Time was drawing close to nine by this point and, almost according to plan, we decided the meeting should end, with all of East Main Street still lined up. That part of our journey is the program for September when we can spend more time with individual buildings.

A round of applause and a hearty wilcome was given to Flip for pulling together so many memories that many of us might have forgotten.

THANK YOU, FLIP! Another excellent performance!



August Program

Paige Ingalls is the guest speaker at the August 11 Greenville Local History Group meeting (Library, 7:30). The first of two topics is the challenging and the confirmation of the details of the founding of the Jacob Ingalls Homestead near Norton Hill in the 1790s. Recent findings paint a revised, more nuanced family history. Paige is Jacob's 4th-grt-granddaughter!

Secondly, Paige will present a century of history of the Ingalls Reunion, one that celebrates the descendants of Jacob Ingalls referenced above. The joys and challenges of maintaining an annual reunion comprise this presentation. (Paige is the 4th great-granddaughter of Jacob!)

#### Notes:

An appreciative thank you goes to Flip! Listening to Flip's accounting of the places and people is so natural, so flowing that one forgets how much "old" information he is recalling. His connecting of dots reminds a little of Harriett Rasmussen (for those of you not in know, that is quite a compliment).

A hearty thank you goes to Stephanie and Christine for the umphteen time providing the light refreshments I keep promising in the local pr outlets!

PorcupineSoup.com has hosted Greenville Local History Group posts on Facebook. It appears a change has been made, a minor one, but one if you are not persistent might have missed. When you get to the homepage, go to the link at the top of the page that says Columnists. Then go to Greenville Local History Group for all the past posts. And a thank you goes to Andrea Macko and Sylvia Hasenkopf for maintaining the welcome website for our local area.

Debra Teator updated the audience both about Clematis Club meetings (Facebook: Clematis Garden Club) and also the Library Gallery. Debra had her paintings up for two months and a new exhibit will be seen at our next meeting.

The September meeting will conclude Flip's two-parter about the houses and businesses of the roads from the east (26 & 81) in his Extended Canvas series.

Music at the Park on Tuesdays continues. If you are within driving distance, the evening leaves a warm glow of community – music, pond, food truck, and fellow community members.

One of the other hats I wear in the Town of Greenville is that of Planning Board member (& Chair). The new Comprehensive Plan, now in Stage I, is gathering information so we can confirm, revise, and reshape our current plan. Thus, I am asking those of you who have not filled out a survey to do so and let the Comprehensive Committee know how you think Greenville is doing and what it should be doing

to promote the living community we want. Go to www.cpog.org and click the Shape Greenville's Future button. I think ten minutes is needed to do a fair job. Turnout has been robust, so far.

One of the tricks I used first for this presentation was Debra's idea. As she is driving the car along the route for the program. I am leaning out the window taking the photo.

Then came the brilliant idea: Why not use Google Maps?

We drove the car home. I logged onto Google Maps, selected Street View, and Voila! Over half of my photos came from Google Maps. And two of the pictures featured in this newsletter came via GM!

More info: In the newsletter, some numbers and dates appear.

A number in parenthesis is the number of the newsletter that told more of the story. Go to https://www.dteator.com/glhg/glhg.htm and click on the link that bears that number.

A date and a year will indicate a calendar photo. Go to: https://vedderresearchlibrary.org greenville-resources and find the range of years you are looking for and scroll till you find the photo, and caption.

Programs: in order of road trip

283 – East Greenville

328 – Pine Lake Manor

235 – Pine Lake Manor

276 - Medical Center

Calendar Pages: in order of Flip's road trip

93-11 - Haight's - East Greenville

18-13 - Baumann recognition

24-06 – Pine Lake Manor

15-07 – Maplewood on the Lake

00-07 - Rainbow Lodge

12-02 - Snowmobile Races - Rainbow

19-10 - Turon

15-10 - Stevens Price List

18-09 – Blenis

92-04 – Surprise store, post office

03-04 – Surprise Saw Mill

95-04 - Spotter Tower - Kaiser

01-11 - Kaiser Tin

12-01 - J. Bear

#### **Peter H Hotaling IAO**

254 Red Mill Road Freehold, NY 12431 (518) 573-7852 westassess55@gmail.com

OBJECTIVE: To obtain a position as a Sole Assessor for the Town of Greenville

#### EXPERIENCE:

2004 - 2007: Town of Cairo, NY

Sole Assessor

- Responsible for Assessment Roll for 4,200 + Parcels

2000 - 2019: Town of Westerlo, NY

Sole Assessor

- Responsible for Assessment Rolls for 2,100+Parcels

2000 - Present:.

NYS Licensed Real Estate Appraiser

· Covered Albany, Greene and Columbia Counties

1999 - Present: Hafner Valuation Group, Latham, NY

NYS Licensed Real Estate Appraiser

· Covered Greater Capital District

1997 - 2009 elected 2019-Present sole assessor for Town of Rensselaerville, Rensselaerville, NY

Elected Assessor

· Responsible for Assessment Rolls for 2,000+Parcels

2010-2023 Sole Assessor for the Town of Ballston,

2023-2024 Consultant for the Assessor

Ballston Spa, NY

• Responsible for Assessment Rolls for 5,000+ Parcels

#### LICENSES:

NYS Licensed Real Estate Appraiser

- License # 47-000042530 Expiration 10/31/2025
- · IAO Professional Assessor Designation

**MEMBERSHIP**: Institute of Assessing Officers

NYS Assessors Association

Saratoga Assessor Association, Past President

Albany-Schenectady Assessor's Association, Past President

EDUCATION: State of New York Office of Real Property Services (NYS ORPTS)

(See attached list of courses)

High School Diploma

SOFTWARE RPS V4, GIS, CAMA, Microsoft Office, Excel

REFERENCES: Michael McGuire, Albany County Real Property Director, 518-487-5292

Anna Stanko, Saratoga Real Tax Services Director, 518-885-5381

Richard Rapp, Town of Westerlo Supervisor retired, H-518-872-1038

Jon Dolce, Town of Rensselaerville Supervisor 518-257-6072