#### **Town of Greenville**

## SCHEDULED TOWN BOARD MEETING AGENDA

#### **December 15th**, 2025

This meeting will be held in person at Pioneer Hall.

7:00 pm Regular Monthly Meeting

Approval of minutes

#### **OLD BUSINESS**

- a) Rescue Squad
- b) Highway
- c) Buildings and Grounds
- d) Code Enforcement
- e) Sewer
- f) Water
- g) Events
- h) Recycling
- i) Assessor
- j) Planning Board
- k) Dog Control Officer
- 1) Beautification Committee
- m) Greg Davis, District #4 County Legislator

#### **NEW BUSINESS**

- a) Schedule Organizational Meeting (January 2<sup>nd</sup>, 2026 at 6:00pm?)
- b) Snow Removal Publication
- c) Schedule Workshop for Tobacco Free Policies (February?)
- d) Adopt Local Law Solar Planner
- e) 3 Year PERMA option for Workers Comp
- f) Review Justice Records & Dockets for 2025
- g) Misc.

#### **OPEN MEETING**

Supervisors Report

Bill paying/audit of bills

### Town of Greenville Building Department Monthly Report

Month of 100, 20, 25
Building Permits: _ 5
Inspections:
Title Searches:
Septic Permits:/
Sign Permits:
Fire Calls:/
Violations:
<u>Notes</u>

17mc Que

12/04/2025 09:18:04 Jessica Lewis Town of Greenville

Miscellaneous Cash Report

For Transaction Type: Permits

For: All Fee Types

Date Range: 11/01/2025 to 11/30/2025

Page:

1

Transaction Type	Fée Type	Receipt#	Date	Customer	Qty	<u>Total</u>
Permits	CO Search		11/05/2025	Freeman-howard, Attorneys Po Box 1328 Hudson, NY 12534	1	\$50.00
Permits	CO Search		11/05/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search		11/05/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search		11/19/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search		11/19/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	CO Search		11/19/2025	Kcs, 9 Mohawk Place Amsterdam, NY 12010	1	\$50.00
Permits	Building	B25-064	11/05/2025	Drake, Richard 231 Bedford Ave Brooklyn, NY 11211	1	\$100.00
Permits	Building	B25-065	11/05/2025	Corp, American Tower Po Box 723597 Atlanta, GA 31139	1	\$1,250.00
Permits	Building	B25-066	11/05/2025	Doolittle, Liza 8 Highland Road Greenville, NY 12083	1	\$133.00
Permits	Building	B25-067	11/05/2025	Milliron, Darren 91 High Acres Ln Greenville, NY 12083	1	\$50.00
Permits	Building	B25-068:077	11/05/2025	Dellwood, Farm Greenville 668 Sunny Hill Rd Greenville, NY 12083	1	\$1,000.00
Permits	Sewer	SP25-08	11/05/2025	O'sullivan, Stephen 5704 Sr81 Greenville, NY 12083	1	\$50.00

Total Quantity:

12

**Grand Total:** 

\$2,883.00

#### Office of the Assessor

Hope L. Nugent

Ph: 518-966-5055 x 3
Fax: 518-966-4108
assessor@townofgreenvilleny.com

December 15, 2025

RE: December Monthly Report

#### Exemptions

All letters and renewal forms have been sent out. I am processing the renewals that have been returned up to this point. All renewals are due back by the deadline of March  $1^{\rm st}$ , 2025.

The Assessor's office wishes everyone a Merry Christmas and a Happy & Healthy New Year!

Planning Board report to Town Board – December 2025 December 3, 2025

The Planning Board met with four members and PB Clerk Nugent present. Also present were agenda reps and two community members.

Two items comprised the agenda.

A public hearing was held for the ground mounted solar array application located near Lake Barbara. One abutting neighbor gave input.

PB reviewed the project, completed SEQRA, and approved the project.

The second item was a combination of three altered lot lines to be followed by a two lot subdivision. All of this was shown on one map.

After a lengthy discussion, the project surveyor and PB deemed it expedient that two maps be drawn for the next meeting – one for the three altered lots lines and a second for a proposed subdivision. Issues about a private road or right of way needed to be addressed.

The minutes of November 2025 were approved, followed by adjournment.

Respectfully submitted, Don Teator PB Chair

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# TOWN OF GREENVILLE (GREENE COUNTY) LOCAL LAW #6 OF 2025 MODIFYING THE TOWN ZONING AND SOLAR FACILITY LAWS

BE IT ENACTED by the Town Board of the Town of Greenville as follows:

<u>Section 1.</u> Legislative Intent: It is the intent of this local law to amend Local Law #1 of 2015, entitled Zoning Law of the Town of Greenville and Local Law #2 of 2018 and Local law #2 of 2022 entitled Amending Zoning Law To Modify Solar Facility Regulations to add a new step in the site plan, special use permit and commercial solar facilities review processes with a newly created position of Application Coordinator and set forth the duties and procedure of same.

Section 2. Authority: This local law is adopted pursuant to NYS Town Law and NYS General Municipal Law.

Section 3. Amendment: The Town Board of the Town of Greenville, County of Greene hereby adopts the following language and added amendment to the said Zoning Law of the Town of Greenville Local Law #1, of 2015 as a new paragraph E. of Article III as follows:

E. Site Plan and Special Use Permit Applications Requiring Establishment of Escrow Any application which is filed with the Town Planning Board for Site Plan Approval and/or Special Use Permit for which the Planning Board determines that an escrow account must be established for reimbursement of professional review fees must also begin the review of each such application with a review by the Application Coordinator.

The position of Application Coordinator (AC) is hereby established. The AC shall receive all such applications from the Building Department, Planning Board or any other entity that receives an application from the public. The AC shall review and analyze all such applications to determine if all required items under this law have been submitted. The AC shall work with each applicant to ensure compliance with the application process but shall in no way contribute to the design, development or creation of the application or any of its parts. The AC shall then provide a referral to the Planning Board with a written report of the application materials and whether same is ready for Planning Board review. The AC shall be the liaison between the applicant and the Planning Board, shall attend all Planning Board meetings throughout the process and accomplish all tasks needed by the Planning Board with respect to applications. The AC's role shall be administrative and ministerial in nature and any determination made by the AC shall be subordinate to the final decision made by the Planning Board. An escrow account shall be established by the applicant to reimburse the Town for all costs, fees, wages, etc. that are incurred by the AC.

Section 4. Amendment: The Town Board of the Town of Greenville, County of Greene hereby adopts the following language and added amendment to the said Solar Facilities Local Law #2 of 2018 as a new paragraph Article V.L. A. (5):

(5) The position of Application Coordinator (AC) is hereby established. The AC shall receive all Commercial Solar Facility applications from the Building Department, Planning Board or any other entity that receives an application from the public. The AC shall review and analyze all such applications to determine if all required items under this law have been submitted. The AC shall work with each applicant to ensure compliance with the application process but shall in no way contribute to the design, development or creation of the application or any of its parts. The AC shall then provide a referral to the Planning Board with a written report of the application materials and whether same is ready for Planning Board review. The AC shall be the liaison between the applicant and the Planning Board, shall attend all Planning Board meetings throughout the process and accomplish all tasks needed by the Planning Board with respect to applications. The AC's role shall be administrative and ministerial in nature and any determination made by the AC shall be subordinate to the final decision made by the Planning Board. An escrow account shall be established by the applicant to reimburse the Town for all costs, fees, wages, etc. that are incurred by the AC.

Section 5. Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 6. Effective date: This local law shall take effect immediately upon filing with the Secretary of State.

New York State
Department of State
Division OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001

dos.ny.gov

#### Local Law Filing Instructions

# PLEASE FOLLOW THESE INSTRUCTIONS WHEN FILING LOCAL LAWS IN THE OFFICE OF THE SECRETARY OF STATE

- Each local law shall be filed in the office of the Secretary of State within 20 days after its final adoption or approval as required by section 27 of the Municipal Home Rule Law. The cited statute provides that a local law shall not become effective before it is filed in the office of the Secretary of State.
- 2. Each local law to be filed shall be an original certified copy.
- 3. Each local law shall be filed on a form provided by the Department of State. Copies of the local law text must be attached to the form. Only legible copies will be accepted.
- 4. Submit only the local law form and the text of the local law.
- 5. In the case of a local law amending a previously enacted local law, the text must be that of the law as amended. Do <u>not</u> include any matter in brackets, with a line through it, italicized or underscored to indicate the changes made. The printed introductory bill number for the proposed local law and explanatory matter must be omitted.
- 6. The date of filing of a local law is the date on which the local law is placed on file by the Department of State. The Department of State will assign a local law number for indexing purposes. The Department of State's Index Number for a local law may be different from the local law number ascribed by the legislative body of the local government.
  - It is suggested that municipalities use introductory identifying bill numbers for proposed local laws. After the local law is enacted (and approved by the voters, if required), the local law should then be numbered and submitted to the Department of State for filing.
- 7. Each copy of a local law filed in the office of the Secretary of State shall have affixed to it a certification by the Clerk of legislative body or other officer designated by the local legislative body. Please complete the appropriate certification on the Department's local law filing form.
- 8. A copy of each local law may be mailed or delivered to:

NY.S Department of State State Records Unit One Commerce Plaza, 99 Washington Avenue Albany, NY 12231.



New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE

One Commerce Plaza 99 Washington Ave, Albany, NY 12231-0001 dos.ny.gov

Local Law Filing
Pursuant to Municipal Home Rule Law §27
Local Law Number ascribed by the legislative body of the local government listed below: $\frac{6}{2}$ of the year 20 $\frac{25}{2}$
ocal Law Title: MODIFYING THE TOWN ZONING AND SOLAR FACILITY LAWS
Be it enacted by the Town Board of ti
(Name of Legislative Body)
☐ County ☐ City ☑ Town ☐ Village (Select one)
of Greenville (Greene County) as follows on the attached page
(Name of Local Government)
For Office Use Only
Department of State Local Law Index Number: of the year 20  (The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing		
(Complete the certific	ation in the paragraph that applies to the filing of strike out that which is not applicable.)	this local law and
1. (Final adoption by local legislative	body only.)	of 20 25 of
I hereby certify that the local law annu	exed hereto ascribed as local law number 6	01 2001
the (County)(City)(Town)(Village) of	Greenville (Greene County)	was duly passed by the
Town Board	on November 17,	20 <sup>25</sup> in accordance
(Name of Legislative Body	y)	
with the applicable provisions of law.		
Chief Executive Officer*.)	with approval, no disapproval or repassage :	
I hereby certify that the local law ann	exed hereto, ascribed as local law number	of 20,of the
(County)(City)(Town)(Village) of		was duly passed by the
(coamy)(cosy)(cosy)	on	20 and was
(Name of Legislative Body)		
(approved)(not approved)(repassed	after disapproval) by the(Elective Ch	niof Executive Officer*)
	_20 in accordance with the applicable pr	•
3. (Final adoption by referendum.)	nexed hereto, ascribed as local law number	of 20of the
I hereby certify that the local law ann	nexed hereto, ascribed as local law harmoon	was duly passed by the
(County)(City)(Town)(Village) of		
(Name-ef-Legislative Body)	onon	20 and was
•	after disapproval) by the	no 1
	(Liouve o	hief Executive Officer*)
2	20	referendum, and received the
Such local law was submitted to the	people by reason of a (mandatory)(permissive)	(special)(appual) election held on
affirmative vote-of a-majority of the-q	pualified electors voting thereon at the (general)(	visions of law-
	20 in accordance with the applicable prov	
	and final adoption because no valid petition	
	nexed heroto, ascribed as local law-number	
(County)(City)(Town)(Village)-of		was-duly passed-by-the
(=== 3X 3X	on	20 and was
(Name-of-Legislative-Body)	)	
(approved)(not-approved)(repassed-	-after disapproval)-by the(Elective-	
9	20 Such-local law-was subject to permi	issive referendum and no valid petitio
requesting-such-referendum-was-file	ed as of 20_	
applicable-provisions-of law-		

DOS-0239-f (Rev. 02/25)

<sup>\*</sup>Elective Chief-Executive Officer means or includes the chief executive officer of a county-elected on a county-wide basis or, if there be none, the chairperson of the county-legislative body, the mayor of a city-or-village, or the supervisor of a town-where such officer is vested with the power-to-approve or veto-local-laws-or-ordinances.

Local Law Filing ,			
5. (City local law concerning Charter revision pro			
I hereby certify that the local law annexed hereto,			
the City of	having submitted to	referendum pursuar	nt to
the provisions of Section (36)(37) of the Municipa	ll Home Rule Law, and having received the al	firmative vote of a	
majority of the qualified electors of such city votin	g thereon at the (special)(general) election he	eld on	
20 beca	ame operative.		
6. (County local law concerning adoption of Cha	irter.)		
I hereby certify that the local law annexed thereto	, ascribed as local law number	of 20	_of
the County of	State of New York,	having been submit	ted to
the electors at the General Election of Nevember	20 pursuant to subc	livisions 5 and 7 of	
section 33 of the Municipal Home Rule Law, and	having received the affirmative vote of a major	ority of the qualified	
electors of the cities of said county as a unit and o	a majority of the qualified electors of the town	s of said county	
considered as a unit voting at said general election	/ on, became operative.		
(If any other authorized form of final adoption ha	s been followed, please provide an approx	oriate certification.)	í
I further certify that I have compared the preceding to			
	-		
correct transcript therefrom and of the whole of such	original local law, and was finally adopted in	the manner mulcate	u III
the paragraph 1 above.			
	Clerk of the county legislative body, City	Town or Village Clerk	Or
	officer designated by local legislative bo		
(Seal)			
	(Date)		



Public Employer Risk Management Association 9 Cornell Road, Latham, NY 12110

#### Invoice

Page 1 of 1 Invoice 20260308 Date 12/3/2025

Payments please reference invoice #

Bill To:

Town of Greenville (Greene County)

P.O. Box 38

Greenville, NY 12083

**Electronic Payments:** 

Contact billing@PERMA.org for updated

account information

Check Payments mail to:

PERMA PO Box 293

Canajoharie, NY 13317-9993

Broker: 1580-1

Marshall & Sterling Upstate - Leeds

	<b>—</b>	Member ID	Due Date
Inquiries	Coverage Term		1/1/2026
	1/1/2026-12/31/2026	WC 0000098-33	1/1/2020
billing@PERMA.org or (518) 220-1111			}
	Description		43,606.00
Annual - Contribution			<u> </u>
Annual - Contribution			1,379.00
Annual - New York State Assessment			(3,643.00)
Appual - PERMA Yearly Dividend			<u> </u>

Total:

\$41,342.00

Payments Received:

\$0.00

**Current Amount Due:** 

\$41,342.00

#### THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT PLEASE READ IT CAREFULLY

#### **COVERAGE CHANGES**

**COVERAGE DOCUMENT NO:** 

**EFFECTIVE DATE OF** CHANGE:

**PERMA** 

9 Cornell Road

WC 0000098-33

1/1/2026

Latham, NY 12110

NAMED MEMBER

AGENT/BROKER:

Town of Greenville (Greene County)

P.O. Box 38

Greenville, NY 12083

Marshall & Sterling Upstate, Inc

110 Main Street

)

Poughkeepsie, New York 12601

#### CHANGES

It is hereby understood that the following changes have been made to the coverage documents:

Multiple Year Contract Endorsement Amendment:

Coverage Term for Year One: 1/1/2026 To 12/31/2026

**Total Contribution** 

\$43,606

New York State Assessment

\$1,379

Total Estimated Contribution and Assessment \$44,985

Coverage Term for Year Two: 1/1/2027 - 12/31/2027

Contribution for Year Two (excluding New York State Assessment-see additional conditions) to be determined by the named member's loss ratio for the period of 1/1/2026 - 11/30/2026 as outlined below:

Loss Ratio <= 30%

\$40,990

Loss Ratio > 30% up to 60%

\$42,517

Loss Ratio > 60%

\$43,607

Coverage Term for Year Three: 1/1/2028 - 12/31/2028

Contribution for Year Three (excluding New York State Assessment-see additional conditions) to be determined by the named member's loss ratio for the period of 1/1/2027 - 11/30/2027 as outlined below;

Loss Ratio <= 50%

5% Reduction of Expiring Contribution -

Loss Ratio > 50%

Same as Expiring Contribution

<sup>\*\*</sup>Year Two-we would estimate the NYS Workers' Compensation Assessment of \$1,420 for budgeting purposes for the 1/1/2027 - 12/31/2027 Year-see Terms and Conditions below. Actual rates for next years' assessment will not be known until 10/1/2026\*\*

<sup>\*\*</sup>Year Three-we would estimate the NYS Workers' Compensation Assessment of \$1,462 for budgeting purposes for the 1/1/2028 - 12/31/2028 Year-see Terms and Conditions below. Actual rates for next years' assessment will not be known until 10/1/2027\*\*

# THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT PLEASE READ IT CAREFULLY

#### **COVERAGE CHANGES**

**EFFECTIVE DATE OF COVERAGE DOCUMENT NO:** CHANGE: PERMA 9 Cornell Road WC 0000098-33 1/1/2026 Latham, NY 12110 NAMED MEMBER AGENT/BROKER: Town of Greenville (Greene County) Marshall & Sterling Upstate, Inc. P.O. Box 38 110 Main Street Greenville. Poughkeepsie, New York 12601 NY 12083

#### Continued from previous page:

Multiple Year Contract Endorsement Amendment; Page 2

#### Additional Conditions:

If the Member seeks to terminate the multiple year contract agreement prior to the expiration date, a short-rate penalty will apply to the total contribution for the entire term of the contract. The short-rate calculation will be based on a total three year contract cost of \$130,819.

Payroll audit adjustment will NOT be processed for this program. An audit will be performed; however, this is only to verify that the exposure estimates are accurate for coding and excess insurance purposes.

Loss ratio is defined as incurred losses divided by earned contribution, excluding New York State Assessment, for a specified period of time as indicated on form PERMA WC16 (ed. 06-04) page 1.

The member is responsible for the applicable NYS Workers' Compensation Board (WCB) Assessments. PERMA is required to collect this on behalf of the WCB and pass through the monies to the WCB when invoiced.

**Authorized Representative Signature** 

# Samue Yanar Suacess

- Tools and resources to help educate our clients about their risks
- Dedicated service teams working across service, claims, and loss control to mitigate client risk
- Innovative solutions to improve our client's risk profile

Presentation For:

Town of Greenville (Greene Co) New York

MARSHALL STERLING The said the said of the said

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	Lillians Antaleans Jeanna		TOST TOTAL			
	Perma	Y	\$90,648.00	Perma	Y	\$46,335.00
Ger Option				Perma	Υ	\$44,986.00
			iew Page and you 	r selection on eithe	er the " ye:	ar term
	Or the 3 year	option.				
**This is a propo signed contr	osal for Insurance A ract.	igent or Broker s	services. Additional	Rísk Management sen	vices require	a separate
Proposal acce	epted as prese	ented:	Author			
•	•		Addit	orized Signature	!	Date
Proposal acc		nded per ch	nanges noted o			Date





Your Source for Solutions

#### Multiple Year Contract Option Workers Compensation and Employers Liability Pricing Indication

November 19, 2025 **Ouote Date:** 

Ouotation For	Broker of Record.
Town of Greenville (Greene County) P.O. Box 38 Greenville, NY 12083	Marshall & Sterling Upstate - Leeds 110 Main St. Poughkeepsie, New York 12601

#### Dear Broker:

In addition to PERMA's single year offer, we are pleased to offer the following multiple year contract option for the Town of Greenville (Greene County):

#### 3 Year Contract Option

#### Year One Contribution

4 ADIO 4 1909 C		\$43.607
Total Contribution: 1/1/2026 To 12/31/2026		\$1.37 <u>9</u>
New York State Assessment:		344.986
Total Estimated Contribution & Assessment:	•	- , ,

#### Year Two Contribution

Contribution is excluding New York State Assessment (see terms and conditions):

		The second of th
•	\$40,990	(If the Loss Ratio in year one is under 30%)
•	* · · · i - ·	(If the Loss Ratio in year one is between 30%-60%)
4	\$42,517	(If the Edds Fatto in your second)
	\$43 607	(If the Loss Ratio in year one is =>60%)

Year Three Contribution Calculation is based on the Year Two Contribution and excluding New York State Assessment (see terms and conditions):

	3/9 deciedae of Jear comme	(If the Loss Ratio in year two is under 50%) (If the Loss Ratio in year two is =>50%)
•	Same as year 2 contribution	(If the Loss Ratio in year two is a do no

<sup>\*\*</sup>Year Two-we would estimate the NYS Workers' Compensation Assessment of \$1,407 for budgeting purposes for the --Year-see Terms and Conditions below. Actual rates for next years' assessment will not be known until \*\*

<sup>\*\*</sup>Year Three-we would estimate the NYS Workers' Compensation Assessment of \$1,462 for budgeting purposes for the

Year-see Terms and Conditions below. Actual rates for next years' assessment will not be known until \*\*



#### **Terms and Conditions**

- If the Member seeks to terminate the agreement prior to a short-rate penalty will apply to the total contribution \$130,820
- Payroll audit will be performed; however, this is only to verify that the exposure estimates are
  accurate for coding and excess insurance purposes A change in contribution will NOT be
  processed.
- The contribution for Year Two of the contract will depend on the resulting loss experience from 1/1/2026 - 11/30/2026. For purposes of this calculation, the Loss Ratio is defined as incurred losses divided by earned contribution as of
- The contribution for Year Three of the contract will depend on the resulting loss experience from 1/1/2027-11/30/2027. For purposes of this calculation, the Loss Ratio is defined as incurred losses divided by earned contribution as of
- In addition to the Year Two & Three contribution indicated above, the member is responsible for the applicable NYS Workers Compensation Board (WCB) Assessments. PERMA is required to collect this on behalf of the WCB and pass through the monies to the WCB when invoiced. The WCB additionally may audit the related payrolls quarterly and adjust the billing as needed.

#### Premises - Operation liability

Various operations pose various liability concerns. For example, third-party property damage and hydres can lead to tostly liability claims. One trend is intreasing prevalence of linigation and higher settlements in cases involving oremises and Operational Japinity.

#### a v, b, a Sarat,

As an employer, you must protect your employees from illnesses and injuries on the job One notable trend is the increase emphasis on mental health and well-being in the workplace. Others may be more specific to industry requiring employers to stay more abreast to regulatory changes, technology advancements, and best practices to effectively manage risk to protect the workplace

#### Business Interruption:

Businesses regularly face several risks that could necessitate a temporary shutdown or reduction of operations, both of which can have devastating effects on a business.

Loss of power, property losses are just two examples of potential issues that can cause loss of income.

#### Auto Liability:

With your own fleet of vehicles and employees who frequently travel between different job sites, commercial auto exposures are substantial. In particular, accidents on the road could result in serious ramifications, including employee injuries, costly property damage, and potential liability issues involving pedestrians or other motorists. Distracted driving is one of the most common causes of accidents.



#### 3177 15 3

Cyber hazards, especially those related to consumer privacy, are a major concern for distributors. Expensive claims can arise from security breakdowns and errors and omissions issues.

Employers must back up cyber information, including company, guest, and client data to minimize cyber risks.

# They was miles with

Our team is committed to providing you recommendations to reduce the frequency and severity of claims.

#### Grentises - Openio nosi Lab. O

- Create a slip, trip and fall program. Perform slip, trip and fall assessments to determine the likelihood of such an accident occurring on the job site.
- Regular Inspections
- Safety training
- Clear signage Risk Transfer

#### 1 00 to 10 to 10 to 1

Implement caustneric program

Develop an effective workplace safety training program that requires all employees to participate in routine training. Doing so will allow new employees to prepare for their roles while refreshing experienced employees on important safety protocols

Review of handbooks, job descriptions, and safety manuals.

#### Willdeld on A

- Implementation of Defensive Driving/Driver Training program. Annual Driver Safety Training (M+S to provide).
- Obtain MVR's before assigning driving duties and enroll in LENS program

#### Cyber Risks

- Email security to protect data and multifactor authentication

These are just a sampling of some risk recommendations; for more information or questions, please contact us.



# 2026 Newly Elected Town Officials Schools Agenda - Draft as of 11/14/25

January 14, 15 & 16 - Albany Capital Center 55 Eagle Street, Albany, NY 12207

January 21, 22 & 23 - Radisson Hotel Corning 125 Denison Parkway East, Corning, NY 14830

Time	Topic	Speakers
8:00-9:00	Breakfast - All 3 Days	
7:30 টুকুম	Registration Opens	
8:45-9:00	Welcome, Infroduction to OSC, and Material Briefing	
9:00-10:00	Town Government 101: What is a Town, What Services Does a Town Provide and Who Provides Those Services	Lori Mithen-Demasi, Chief Counsel; Sarah Brancatella, Deputy Director; and Katie Hodgdon, Association Counsel, Assòciation of Towns
10:00-10:30	Town Board Tool Kit: Motions, Resolutions, Ordinances & Local Laws	Lori Mithen-Demasi, Chief Counsel; Sarah Brancatella, Deputy Director; and Katie Hodgdon, Association Counsel, Association of Towns
10:30-10:40	10-Minute Bréak	
10:40-11:40	Town Budget Process/Basics	Sarah Brancatella, Deputy Director; and Katie Hodgdon, Association Counsel, Association of Towns
11:40-12:30	50-Minute Lunch	
12:30-2:00	Local Procurement	Sarah Brancatella, Deputy Director; and Erina Fitzgerald, Senior Attorney, Office of the State Comptroller (Albany)
2:00-2:10	10-Minute Break	
2:10-3:10	Highways	Lori Mithen-Demasi, Chief Counsel
3:10-4:10	Basics of Municipal Liability	•
7	own Clerk Breakout Agenda:	
2:10-4:10	TBD	_
4:10-5:10	Reception	Sponsored by: New York Municipal Insurance Reciprocal and New York State Municipal Workers' Compensation Alliance

(Over)

Time	Topic	Speakers
(B)		
9:00-10:00	Fiscal Oversight Responsibilities of the Town Board	
10:00-11:00	Ethics	Sarah Brancatella, Deputy Director, Association of Towns
11:00-11:10	Break	Sarah Brancatella, Deputy Director; and Kaile Hodgdon, Association Counsel, Association of Towns
11:10-12:10	Public Comments, Open Meetings and FOIL	Course, assertion of the
12:10-1:00	Lunch	·
1:00-2:30	Personnel Management for Town Boards	Jeffrey Swiatek, Partner, Hodgson Russ LLP
2:30-2:45	Break	,
2:45-4:00	Town Supervisor's Accounting Responsibilities	William Naylor, Auditor 2, Office of the State Comptroller (Rochester) Leslie Richard, CPA, Auditor 2, Office of the State Comptroller (Albany)
<u> </u>	wir Clerie Breakouf Agenda	_
1:00-2:30	The Minutes Process	Virgina (Ginny) Ignatowski, Town Clerk and Receiver of Taxes, Town of Chili: Lori Mithen-Demasi, Chief Counsel, Association of Towns; and Daniel Acquilano, Division of Local Government and School Accountability, Office of the State Comptroller (Rochester); Sue Haag, Town Clerk and Tax Collector, Town of Austerlitz; Lori Mithen-Demasi, Esq., General Counsel, Association of Towns (Albany); and Daniel Acquilano, Division of Local Government and School Accountability, Office of the State Comptroller
2:30-2:45	Break	
2:45-4:00	Records Management	Maria McCashion, Records Advisory Officer, NYS Archives (Albany) Michael Martin, Records Advisory Officer, NYS Archives (Rochester)
(137-8)		
9:00-10:00	Cash Management	Ingrid Otto, CPA, Auditor 2, Office of the State Comptroller (Rochester) Sarah Driscoll, Auditor 1, Office of the State Comptroller (Albany)
10:00-11:00	Town Courts	TBD
10:50-11:15	Break	Lori Mithen-Demasi, Chief Counsel; Sarah Brancatella, Deputy
11:15-12:15	Ask the Staff	Director; and Katie Hodgdon, Association Counsel, Association of Towns
9:00-10:00 10:00-11:00	Tax Collection: A Primer for Collectors and Town Officials  Fiscal Responsibilities of the Town Clerk	Laura Peschel, Receiver of Taxes, Town of Manlius (Rochester) Tina Ward, Tax Collector, Town of Cobleskill (Albany) and Katie Hodgdon, Esq., Association Counsel, Association of Towns (Both) William Naylor, Auditor 2, Office of the State Comptroller (Rochester)
11:15-12:15	Ask the Staff	Lori Milhen-Demasi, Chief Counsel; Sarah Brancatella, Deputy Director; and Katie Hodgdon, Association Counsel, Association of Towns

#### John Bensen

From:

New York Association of Towns <info@nytowns.ccsend.com>

Sent:

Saturday, November 29, 2025 8:33 AM

To:

John Bensen

Subject:

Reminder: EYEL Update, Training, Resources and more!

Stay Connected!





#### Even Year Election Law (EYEL) Update Impact on Select Appointed Town Officers

The Court of Appeals recently upheld the constitutionality of the even-year election law, which shifts the town biennial election cycle to even years. While this law applies to most elected town offices, it also has an impact on appointed officers. Specifically, Town Law § 24 provides that the appointed offices of town clerk, superintendent of highways, receiver of taxes, town engineer, and town attorney hold their respective offices until the first day of

#### **Upcoming Training**

- Jan. 14 16, 2026 | Albany Capital Center | Albany, NY
- Jan. 21 23, 2026 | Radisson Hotel Corning | Corning, NY

Who should attend? All newly elected and first- and second-term town officials or anyone looking for a refresher!

- For a tentative agenda for each location, please chok here.
- To sponsor or exhibit at either or both locations, please click here
- To register for either location, please visit our orline events registration page

January next succeeding the first plennial town election reld after the time of their appointment. Pursuant to Town Law § 80, a blennial town election shall be held in November of every even-numbered year, and all other town elections are special elections. Accordingly, the election that occurred on November 4, 2025, is a special town election and is not considered a blennial lown election for purposes of calculating the term of an appointed officer that is tied to the biennial election. Therefore, any appointed officer whose term is tied to the biennial town election and was appointed on January 1, 2024 will serve a term through December 31, 2026 (instead of 2025), due to the fact that the 2025 election was not a biennial election. Those appointed officers will be appointed to a two year term on January 1, 2027, effective until the next biennial election. We have FAG. 19 = E/E. for all impacted members.

#### Feb. 15 - 17, 2026 | NY Marriott Marquis | NYC

Join fellow town officials and leaders from across New York at this year's annual conference where we honor the 250th anniversary of America's founding and offer hours and hours of specialized training relevant to town supervisors board members town clerks, town justices court clerks, tax receivers/collectors and more!

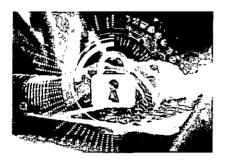
- ICYMI, our 1
- For general information regarding our conference or to register, please

#### New Leadership Lab Webinars Available

Our Leadership Lab Series is in full swing, with 5 class topics to choose from and more on the way. Newly released topics include: Beyond the Roll: A Deep Dive into the Crucial Role of the Assessor and Town Hall Unlocked: Navigating Open Meetings Law, FOIL, and Effective Public Comment Periods



For a complete list of courses ic ox here



#### Cyber threats don't take holidays

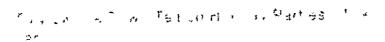
Starting January 1, New York State requires every municipal employee to complete annual cybersecurity awareness training **NYMIR** is offering a one-hour webinar that will cover:

- Spotting scams and phishing attempts;
- · Protecting sensitive data; and
- Holiday cyber safety tips

Register for NYMIR Webinar

#### From the Town Tea Vault

Check out our Town Tea on Holiday Parties and Gift-Giving to avoid any lingering post-holiday season headaches. For a care to a care to





# ICYMI: Chime in on Exempting EMS from Tax Cap

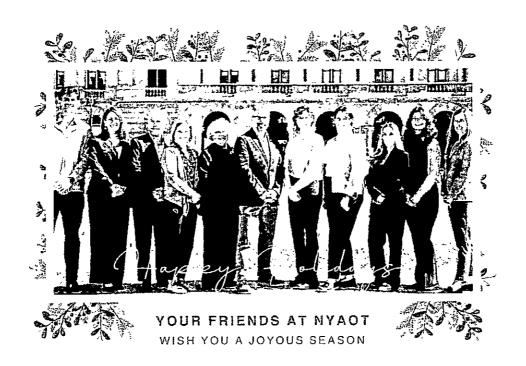
#### NYAOT's Holiday Hours

Our offices will be closed the following days in observance of holidays: November 27 & 28; December 24 & 25; and December 31 & January 1, 2026. Questions may always be directed to



Thank you, Thank you, Thank you!

to all of our members, partners and contributors who helped to make this year special.



How did you like this email?







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season headaches. For a ,, log in to our memb	ers section.	
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ICYMI: Chime i	n on Exempting El	MS from Tax Cap
The New York Association of costs from the tax cap. This land is waiting to be delivered to act on the bill. We are encoto sign this important legisla	f Towns strongly :	-, which exempts EMS ork State Senate and Assembly Hochul has until December 31st he Governor's office asking her 518-474-8390, or reach out to your position. For some talking
NYAOT's Holiday Ho	175	*
Our offices will be closed in observance of holidays: N	he following days in ovember 27 & 28,	ı
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# From: Sent: New York Association of Towns <info@nytowns.ccsend.com> Wednesday, November 26, 2025 12:21 PM John Bensen Subject: Before we get to turkey, here's our November newsletter Stay Connected!

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#### Even Year Election Law (EYEL) Update Impact on Select Appointed Town Officers

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2027, effective until the next plennial election. We have for all impacted members

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are still available!

• ICYMI, our · · ·

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Fire a complete ist of courses with here

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- Spotting scams and phishing attempts;
- · Protecting sensitive data; and
- · Holiday cyber safety tips

Register for NYMIR Webinar

From the Town Tea Vault

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December 4, 2025

John Bensen Supervisor Town of Greenville PO Box 38 Greenville, NY 12083

Dear Supervisor Bensen:

I sent a letter in October providing your fee that would we would be charging to you for 2026. Since then, the Greene County Legislature has decided to relieve all towns of their cost for GCEMS, Inc. Paramedic Services. You will NOT be invoiced by us in 2026.

In order to have Greene County cover your cost and continue to provide service we still need to sign a contract for 2026. Attached are two copies of the contract, please sign <u>both</u> <u>copies</u>. Keep one for your records and then please return the other one for our records to:

Greene County EMS, Inc. PO Box 655 Cairo, New York 12413

If you have any questions, give me a call on my cell 518-441-8665 or email me at mevans@statetel.com

Thank you for your continued support of our efforts to provide top-quality paramedic services to the people of Greene County.

Sincerely,

Mark Evans

President



#### Resolution No. 355-25

#### **Authorizing Distribution Of Mortgage Tax**

BE IT RESOLVED, that the Mortgage Tax as apportioned to the several towns and incorporated villages in the County of Greene as shown on the Abstract Sheet, amounting to \$680,015.67 be and the same hereby is approved; and be it

RESOLVED, that such amounts be paid by the Greene County Treasurer to such towns and incorporated villages as follows:

Town of Ashland	\$ 11,437.01
Town of Athens	\$ 60,029.28
Village of Athens	\$ 8,561.48
Town of Cairo	\$ 71,257.92
Town of Catskill	\$ 87,173.24
Village of Catskill	\$ 18,103.37
Town of Coxsackie	\$ 77,365,62
Village of Coxsackie	\$ 10,505.32
Town of Durham	\$ 30,143.23
Town of Greenville	\$ 35,351.79
Town of Halcott	\$ 3,172.02
Town of Hunter	\$ 65,303.70
Village of Hunter	\$ 9,237.96
Village of Tannersville	\$ 7,187.30
Town of Jewett	\$ 17,596.61
Town of Lexington	\$ 13,622.93
Town of New Baltimore	\$ 36,245.17
Town of Prattsville	\$ 9,767.82
Town of Windham	\$ 107,953.90

TOTAL \$680,015.67

#### ATTACHMENTS:

2025 - Fall Apportionment of Mortgage Tax (PDF)

Meeting History

11/17/25 Finance

MOVED FOR ADOPTION

RESULT: MOVED FOR ADOPTION [UNANIMOUS]

MOVER: Charles A. Martinez, Chairperson

SECONDER: Gregory Davis, Legislator

AYES: Martinez, Davis, Legg, Bulich, True, Lanuto Jr., Linger, Luvera, Lennon

11/17/25 Government Operations MOVED FOR ADOPTION

NEW YORK Transportation

KATHY HOCHUL Governor

MARIE THERESE DOMINGUEZ

Commissioner

MICHAEL G. ARTHUR, P.E. Regional Director

December 2, 2025

The Honorable John Benson, Town Supervisor Town of Greenville 11159 State Route 32 Greenville, New York 12083

RE: Notice of Project in Design Development PIN 1LC1.03 - Culvert C130032 Large Culvert Resiliency – Replacement Town of Greenville Greene County

Dear Supervisor Benson:

The Department is pleased to inform you that NYSDOT Region 1 is progressing the design of a project which will involve the replacement of a culvert carrying NY Route 32 over a tributary to Basic Creek. The culvert is located at reference marker 32-1303-1176, approximately 0.3 miles north of the intersection with West Road/E Red Mill Road (Greene County Route 35) in the Town of Greenville. The culvert is part of a multi-site contract, and although we don't know the order in which the sites will be completed, we anticipate the work at this site will be completed during the 2027 or 2028 construction season.

We anticipate that construction will require twelve to sixteen weeks to complete. To complete this work as safely and quickly as possible, NY Route 32 will need to be closed at the project site for a period of approximately 60 calendar days during construction, with traffic directed to a signed off-site detour route. It is anticipated that the proposed off-site detour route for automobiles and trucks, which is shown on the enclosed detour plan, will utilize Greene County Route 35, Greene County Route 41, and NY Route 81. During construction, all properties and businesses in the area will remain accessible to residents and emergency responders.

We hope that providing you with this advance notice of our plans will allow sufficient time before work begins to resolve any concerns you may have regarding the project or the planned traffic control strategy. Toward this end, I ask that you contact me with any questions or comments regarding this project at (518) 485-5435 (phone), <a href="mailto:Corey.Barringer@dot.ny.gov">Corey.Barringer@dot.ny.gov</a> (email), or at the following address:

Corey Barringer, P.E.
Project Manager
New York State Department of Transportation – Region 1 Design
50 Wolf Road
Albany, New York 12232

December 2, 2025 Page 2

Sincerely,

Corey Barringer, P.E. Project Manager

NYSDOT Region 1 Design Group

Michael Dudley, Highway Superintendent, Town of Greenville CC: Chief Clifton Drolette, Greenville Fire Company Chief Matthew Marlow, Greenville Rescue Squad, Inc. Mary Judeikis, Transportation Supervisor, Greenville Central School District Kristy Goergen, Principal, Greenville High School Brian Reeve, Principal, Greenville Middle School Matthew Urban, Principal, Scott M. Ellis Elementary School Sheriff Peter J. Kuminsky, Greene County Sheriff's Office John Farrell Jr., Director, Greene County Emergency Services Scott Templeton, Superintendent, Greene County Highway Department Major Andre R. Terry, Troop Commander, New York State Police - Troop F Gary Tuthill, Regional Director, NYSOEM Region 2 - Catskill Zone Hon. Michelle Hinchey, NYS Senate, 41st District Hon. Chris Tague, NYS Assembly, 102nd District Chris Ward, Regional Director of Operations, NYSDOT Region 1 Chris Wade, Deputy Regional Emergency Manager, NYSDOT Region 1 Bryan Lashway, Greene County Resident Engineer, NYSDOT Region 1 Mike Fenley, Regional Traffic Engineer, NYSDOT Region 1 Brian Menyuk, Manager, Capital Region Transportation Management Center Scott Cook, Public Information Officer, NYSDOT Region 1 Mike Cukrovany, Regional Design Engineer, NYSDOT Region 1 Tony Papile, Project Manager, CHA Consulting Inc. Project File

#### Attachment:

Project Location Map w/ Detour



Celebrating Over 65 Years of Caring for Animals in Need

Columbia-Greene Humane Society/SPCA

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

Chairperson of the Board Charlene Marchand

December 5, 2025

1st Vice Chairperson James Carlucci, Esq.

**2nd Vice Chairperson** Robert Gibson, Esq.

Treasurer Scott Shallo, CPA, Esq.

Secretary
Jennifer Donoghue

Members Hollie Adams Russ Gibson Peter Hogan, CPA Gisela Marian Sharyn Richards-Marks

CGHS Medical Director Jerry Bilinski, DVM

Veterinary Advisors Barbara Clayton, DVM Stefani Gagliardi, DVM Bernardo Mongil, DVM Danielle Sand, VMD

Honorary Life Members

Hollie Adams Darlene Bilinski Jerry Bilinski, DVM Duncan Calhoun Deborah Cohen Russ Gibson Sharon E. Grubin Elaine Gruener Eric Hannay Patricia Kenehan Jane Krebs Jim Krebs Charlene Marchand Gisela Marian Edgar M. Masters Barbara McCullough Jennifer Newton Robert Newton Katrina Perez Ronald Perez Jr. Brenda Schram Charles Schram Anne Weinberg

President & CEO Ronald Perez Jr. Dear Town, City, and Village Supervisors and Board Members:

Enclosed are the Contracts for housing with the Columbia-Greene Humane Society/SPCA for the year 2026. Please read the contracts thoroughly. They are not negotiable and will not be alterable on an individual basis. Please do not send revisions.

We are proud to offer this service to our community and we feel that community members can rest easy knowing that, if their dog should leave their property and is brought to CGHS/SPCA, it will be cared for by trained, caring, compassionate staff. As a commitment to our neighbors, we have continued to keep our doors open for municipal services. With this in mind, we must ask for cities, towns, and villages to assist us in costs that allow us to continue to offer this vital service to the communities we serve.

Fee highlights are as follows:

- \$40 per dog, per day for the first ten days of housing. This will cover holding the dog for the entire course of its five-day redemption period mandated by the NYS Department of Agriculture and Markets law, as well as an additional five days to permit the owner to redeem their dog before it is eligible for adoption.
- On the eleventh day of housing, it will be assumed that the dog will not be redeemed by an owner, and it will become the responsibility and custody of CGHS/SPCA. A flat charge of \$550 will then be added to cover all services beyond the first ten days until the point of disposition.

Please remember that this fee structure applies to Article 7 housing only. Animals brought in under cruelty circumstances must be approved prior to intake and will have fees determined on a per-case basis

Please keep one copy of your contract on file for your records, and return the other signed copy to us no later than *December 31, 2025* in order for us to remain housing for you smoothly into the New Year. Municipalities with no contract on file for dog housing are subject to be placed in non-compliance by the NYS Department of Agriculture and Markets.

We are also requesting that you provide your most current impoundment fee structure, as this may have changed based on our new fee structure. If you make changes at any time to either your impoundment fees or your Dog Control Officer, please notify us immediately so we can make the proper adjustments and transition your changes seamlessly.

Thank you for your attention. Please contact us with any questions regarding our fees at (518) 828-6044 or at ronperez@cghs.org.

Sincerely,

Ronald Perez, Jr.
President and CEO

Columbia-Greene Humane Society/SPCA

#### **Hope Nugent**

From: Ryan Wilson <rwilson@edmundsgovtech.com>

Sent: Thursday, December 4, 2025 3:21 PM

To: Hope Nugent

Subject: quotes

Attachments: Quote 11603 - Email.pdf; Quote 11602 - Computer.pdf

Hi.

Attached are 2 quotes for the new desktop setup we discussed yesterday. We separated them since one is an annual renewal for the email address.

I know they sent you info for IPS. If there are any other items needed here, please let me know.

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Thank you.

#### Ryan Wilson

IT Services Team Lead Edmunds GovTech 609,645,7333

www.EdmundsGovTech.com

itsupport@edmundsgovtech.com



#### Sales Proposal Prepared for: Greenville Town (Greene County), NY

Prepared by: Ryan Wilson, Team Lead Proposal Date: 12/04/2025 Expiration Date: 01/05/2026

Labor		Amount
Managed IT Service Hours (2) All one-time Managed IT service hours are billed a	at an hourly rate of \$150/hr.	\$300.00
	Total:	\$300.00
Hardware		Amount
Desktop PC - Dell Pro Slim QCS1250 (Windows 11, 3-Year Warranty)		\$1,100.00
Monitor - 24" LCD Monitor		\$250.00
	Total:	\$1,350.00
Grand Total:		\$1,650.00
THIS QUOTE IS FOR ONE NEW COMPUTER AND MONITOR FOR THE BUILD	DING/CODES DEPT.	
Please return executed S via DocuSign or Em Edmunds GovTe SalesOrders@EdmundsGe P: 888.336.6999   F: 609 www.EdmundsGovTe Quote #: 00011602 Greenville Town (Greene	nail to: ech ovTech.com 0.645.3111 ech.com	
Supervisor or Assessor	Date	



## Sales Proposal Prepared for: Greenville Town (Greene County), NY

Prepared by: Ryan Wilson, Team Lead Proposal Date: 12/04/2025 Expiration Date: 01/05/2026

Software Subscription	
365 Email - 1 additional mailbox for the Codes	s DeptOffice 365 Exchange Online
	Annual Recurring Total:
	Recurring Total:
1	
THIS QUOTE IS FOR ONE ADDITIONAL MA	NILBOX WITHIN THE TOWN'S CURRENT EMAIL SYSTEM (MICROSOFT 365)
	1
	Please return executed Sales Orders
	via DocuSign or Email to: Edmunds GovTech
	SalesOrders@EdmundsGovTech.com
	P: 888.336.6999   F: 609.645.3111 www.EdmundsGovTech.com
	Quote #: 00011603 Greenville Town (Greene County)
	Data
Supervisor or	Date

Amount

\$108.00

\$108.00

\$108.00

#### **Hope Nugent**

From: Angelo Bechara <abechara@edmundsgovtech.com>

Sent: Wednesday, December 3, 2025 2:52 PM

To: Hope Nugent Cc: Ryan Wilson

Subject: IPS additional license pricing- Edmunds GovTech

#### Hello Hope,

I hope you are doing well. My colleague Ryan mentioned you would like an additional IPS License. I can prepare a formal quote for your signature if interested- the license price is \$1500 one time and then annual maintenance is \$400.

Please let me know if you would like to move forward and I can send you a DocuSign for digital signature.

Sincerely,



Angelo J. Bechara
Business Development Representative
Edmunds GovTech
o. 888,336,6999 ext.1378
www.EdmundsGovTech.com

f X in

845,483,5150 t 845,485,4964 f



www.westchestermedicalcenter.org/MHRH

#### December 1, 2025 INVOICE NO. EAPTWNGVL-1/26

Town of Greenville Town Supervisor PO Box 38 Greenville, N.Y. 12083

#### **INVOICE**

SERVICES RENDERED: Employee Assistance Program

Annual-1/1/26-12/31/26

**Flat Rate** 

\$900.00

Balance Due By Jan 1st:

\$900.00

Please make checks payable to Westchester Medical Center and please remit to:

Attention: Matthew Osterhoudt, Director The Work Place/EAP 1 Webster Ave., Suite 400 Poughkeepsie, NY, 12601

Thank you.

# The Work Place Employee Assistance Program at MidHudson Regional Hospital of Westchester Medical Center

Westchester MEDICAL CENTER 1 Webster Ave., The Atnum-Suite 400, Poughkeepsie, NY 12601

845,483,5150 t 845,485,4964 f

vvvvv.westchestermedicalcenter.org/MHRH

December 1, 2025

Town of Greenville

PO Box 38

Greenville, NY 12083-0038

Dear Town Supervisor:

Enclosed please find duplicate originals of your 2026 Employee Assistance Program Contract. Please sign both copies and return them to us along with your current company roster. We will send you an executed copy for your files.

I have also enclosed your annual Invoice.

If you have any questions regarding the enclosed, please feel free to contact me at (845) 483-5103.

Sincerely,

Matthew Osterhoudt

Director of The Work Place

**Employee Assistance Program** 

The Work Place Employee Assistance Program at MidHudson Regional Hospital of Westchester Medical Center



845.483.5150 t 845.485.4964 f

vvvvv.westchestermedicalcenter.org/MHRH

# EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Agreement ("Agreement") is made this first day of January 1, 2026 ("Effective Date") by and between MidHudson Regional Hospital of Westchester Medical Center, located at 1 Webster Avenue, Suite 400, Poughkeepsie, New York ("The Work Place") and the Town of Geenville, PO Box 38, Greenville, NY, to establish an Employee Assistance Program ("EAP"). The Work Place and Company may be referred to individual as a "Party" and together as the "Parties."

The terms of the Agreement are as follows:

#### SCOPE AND OBJECTIVES:

- 1. The Work Place is retained by the Company to establish and administer the EAP, a confidential program that acts as a resource for work organizations and their employees. The EAP will provide certain prevention, identification, intervention, assessment, motivation to treatment, referral and follow-up services for Company's employees and their immediate families.
- 2. The EAP is established to provide the Company's employees and their families assistance with problems that can interfere with the employee's ability to function on the job effectively, efficiently, and safely. These problems typically include, but are not limited to alcoholism, drug abuse, emotional, family, marital, financial and legal, etc.
- 3. The primary EAP responsibilities of The Work Place are:
  - a. The Work Place will provide training to Company employees with supervisory responsibilities to assist them in the identification of those employees who manifest deteriorating job performance and who do not respond to the Company's normal supervisory counseling procedures. In addition, The Work Place will provide specific assistance, upon request, to Company employees with supervisory responsibility in dealing with problems relating to deteriorating job performance by individual employees.
  - b. The Work Place will guide and assist those Company employees or an employee's family member who are referred to the EAP by Company or who voluntarily seek assistance. It is the role of the EAP to assess the problem and recommend a course of treatment/action with the goal of restoring the employees' capability to perform their job at an acceptable level of performance.
  - c. The Work Place will provide mutually agreed upon sessions to Company employees to provide on-going orientation and training seminars for the purpose of communicating the programs policies and procedures
  - d. The Work Place will assist the Company in promoting and maintaining an awareness of the EAP. The Work Place will provide certain publications, posters, and EAP cards.
  - e. The Work Place will encourage the Company employees to proceed with a course of assistance by referring the individual to clinical or supportive organizations and medical professionals, if applicable.
  - f. The Work Place will provide additional preventive workshops to Company managers, employees and other family members for a maximum of two per year.
  - g. The Work Place will provide follow-up to monitor referred employees' adherence to the agreed course of treatment by submitting verbal progress reports to Company. Such reports will be limited to reporting whether or not the employee is cooperating with EAP recommendations related to employee work performance problems.
  - h. The Work Place maintains a 24-hour EAP hot line seven days a week available to participants in the EAP.
  - i. If requested, The Work Place may provide services not covered by this Agreement. Any such additional services and fees will be mutually agreed upon in advance and in writing by the Parties.

4. The primary EAP responsibilities of the Company are:

a. The Company agrees to publicize the EAP program to its employees.

b. The Company agrees to hold orientations, supervisory training and preventive workshops on company site or at a central offsite location designated by The Work Place.

c. The Company will assist The Work Place with the implementation of the EAP, as may be requested.

#### TERM and TERMINATION:

5. The term of the Agreement shall be for a period of one year beginning on the Effective Date.

6. Either Party may terminate this Agreement without cause and without liability upon at least 7 days prior written notice to the other Party.

7. In the event of termination of this agreement:

a. The Work Place and the Company shall promptly review all work in progress. The Work Place shall be responsible only for any work commenced prior to the termination date. Company remains responsible for payment for services provided by Company after the date of termination, in the event such services are required to safely transition Company's employees to another provider of such EAP services. This provision will survive termination of this Agreement.

The Work Place will provide such services and assistance as may be reasonably necessary to transfer, in confidence, all records of services rendered and work in progress related to the performance by The Work Place under this Agreement, to any third Party mutually agreed to by

the Company and The Work Place.

The Work Place may refund the Company any unused prepaid compensation within 90 days of termination of this Agreement.

#### CONFIDENTIALITY

8. The Work Place and the Company will adopt safeguards to assure that EAP services are conducted in a manner designed to preserve the privacy of Company employees and their families to assure that conversations and other contacts between The Work Place and employees and such individuals remain

9. The Parties shall abide by all federal and state law with respect to maintaining the confidentiality of patient information. The Parties agree to comply with the Health Insurance Portability and Accountability Act of

1996 and associated regulations (HIPAA).

10. Each Party acknowledges and agrees that, in the course of performance under this Agreement, it may have access to certain confidential information, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, patient information, price lists, pricing policies and other business and financial information ("Confidential Information"). Each Party shall maintain the confidentiality of all such Confidential Information belonging to the other Party and shall not divulge such information to any third Parties, except as otherwise provided for under this Agreement and under law. This provision survives termination of this Agreement.

#### FEES AND PAYMENTS:

11. For the services provided under this Agreement, Company will compensate The Work Place an amount equal \$900.00 annually.

12. The Work Place will provide Company written invoices which are due and payable within 10 days of receipt by Company. In addition to all remedies allowed under law, The Work Place may suspend services or terminate this Agreement in the event payment is not made in a timely manner.

#### INDEMNIFICATION:

13. The Company will indemnify The Work Place and hold The Work Place harmless from any losses, claims, damages or liabilities, joint or several, to which The Work Place might become subject insofar as such losses, claims, damages or liabilities arising out of this Agreement or are based upon any actions of the Company, its agents or employees and will reimburse The Work Place for any legal or other expenses, reasonably incurred by The Work Place, in connection with any action or claim. This provision will survive termination of this Agreement.

#### MISCELLANEOUS:

- 14. This Agreement and all exhibits represent the entire agreement between the Parties regarding the subject matter of this Agreement, and no other representations or agreements, oral or otherwise, shall be of any force or effect. This Agreement may be amended only by the mutual written agreement of duly authorized representatives of both Parties specifically referencing this Agreement. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement, unless such unenforceability or invalidity would materially change the Parties' relationship. The waiver by either Party of any one or more defaults or contract violations on the part of the other shall not be construed to operate as a waiver of any other or future defaults or contract violations.
- 15. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations for reasons beyond its control, including but not limited to, acts of God or of the public enemy, war, terrorism, flood, storm, strikes or law or actions of any federal, state or local government.
- war, terrorism, flood, storm, strikes of law of actions of tally feeding and permitted.

  16. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. The rights, obligations and privileges of this Agreement may not be assigned, delegated or transferred by one Party without the written consent of the other Party; provided that either Party may assign this Agreement without the prior written consent of the other Party to a subsidiary or affiliate that is wholly owned by or under common control of the assignor.
- 17. This Agreement is intended only to benefit the named Parties, and there is no intent to create any rights, interests or benefits for any other third Party.
- 18. Company and The Work Place are independent contractors, and neither Party, nor any agent, employee or representative of such Party, shall be deemed to be an employee of the other Party. This Agreement shall not be construed to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the Parties. Each Party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees.
- 19. Neither Party, nor any of its employees performing services under this Agreement have been debarred, suspended, declared ineligible or excluded from Medicare/Medicaid or any other federal or state healthcare program. Both Parties agree to promptly notify the other Party of any limitation or governmental action initiated against it that would materially affect this Agreement.
- 20. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this Agreement. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement
- 21. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREFORE, the Parties have executed this Agreement in as of the date set forth above.

MidHudson Regional Hospital of Westchester Medical Center	Town of Greenville	
Ву:	Ву:	
Name: Matthew Osterhoudt	Name:	
Title: Regional Director	Title:	

Account#	Account Description	Fee Description	Qty	Local Share
	Conservation	Conservation	6	44.41
	PLAN & ZONE	Subdivision Fees	1	100.00
			Sub-Total:	\$144.41
A 1255	MARRIAGE LIC.	MARRIAGE LICENSE FEE	1	17.50
			Sub-Total:	\$17.50
A 2130	MISC. FEES	Recycling	10	3,363.50
			Sub-Total:	\$3,363.50
A 2555	CO Search	CO Search	6	300.00
	PERMIT FEES	Building	5	2,533.00
			Sub-Total:	\$2,833.00
A 2590	PERMIT FEES	Sewer	1	50.00
	•		Sub-Total:	\$50.00
A1603	Registrar Fees	Certified Copies	8	80.00
			Sub-Total:	\$80.00
A2410	Rental Fee	North Barn Rental	1	125,00
			Sub-Total:	\$125.00
A2544	Dog Licensing	Female, Spayed	11	99.00
		Male, Neutered	9	81.00
		Male, Unneutered	2	34.00
	Late Fee	Late Fee	1	25.00
	Seniors, 65 and older	Seniors, 65 and older	8	-21.00
		4	Sub-Total:	\$218.00
			hares Remitted:	\$6,831.41
Amount paid to:	NYS Ag. & Markets for spay/neuter program			26.00
Amount paid to:	NYS Environmental Conservation			520,59
Amount paid to:	Refundable Deposit			50.00
Amount paid to:	State Health Dept. for Marriage Licenses			22.50
Total State, Cour	nty & Local Revenues: \$7,450.50	Total Non-Lo	cal Revenues:	\$619.09

Pursuant to Section 27, Sub 1, of the Tow me, Jessica K. Lewis, Town Clerk, Town of Gre monies, the application of which are otherwise	eenville during the period stated a	egoing is a full and true statement of all f bove, in connection with my office, excep	ees and monies received by ting only such fees and
			_
Supervisor	Date	Town Clerk	Date