"Amend 2017 Budget to Reflect Receipt of Justice Court Assistance Program (JCAP) Grant Monies and Expenses"

WHEREAS, the town received a JCAP Grant for the purchase of equipment for the Justice Court; and

WHEREAS, it is necessary for accounting purposes to track the expenses and revenues associated with this grant; therefore be it

RESOLVED, the Town Board does hereby authorize the Town Supervisor to amend the expense line item A-1110.406 Contractual Grant to reflect the increase in General Fund Appropriations \$6,133.99 and to increase the revenue line item A-3021 Court Facilities to reflect the increase in General Fund Revenue in the amount of \$6,133.99 in the 2017 budget.

SECONDED BY:		<u> </u>	
Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			12

Motion Carried	Motion Defeated	
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OFFERED BY: ___

Council Member Mary Jo Cords
Council Member Gary Warner

T	OWN	OF	CAIRO	-	Resolution	#	17
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"Greene County Youth Fair Contract Agreement Approval"

WHEREAS, The Town of Cairo, has reviewed the contract presented by the Greene County Youth Fair for use of the Angelo Canna Park for all activities and services, therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby approve the contract between the Greene County Youth Fair and the Town of Cairo for the following years, 2017, 2018 and 2019.

OFFERED BY:	(5)	
SECONDED BY:		

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			x 2
Council Member Mary Jo Cords	4		
Council Member Gary Warner			

Motion Carried	Motion Defeated	Date:	
March 6 2017			

AGREEMENT

**	
THIS AGREEMENT, entered into this day of	2017, by and between the Town of Cairo,
New York ("town"), a municipal corporation organized and exis	ting under the laws of the State of New York
and offices at Main Street, Cairo, NY 12413 and the Greene Cou	
501C3 nonprofit organization. WITNESSETH, that the town and	contractor, for the consideration hereinafter
named, agree as follows:	

ARTICLE I: WORK TO BE DONE AND CONSIDERATION THEREFORE

A. The contractor shall furnish all activities and services in connection with the presentation of the Greene County Youth Fair. The contractor shall have use of Angelo Canna Town Park for the following dates for the purpose of preparing for and hosting the Greene County Youth Fair:

July 24-30, 2017 July 23-29, 2018 July 22-28, 2019

- B. The contractor shall have access to and use of the green building from the Friday prior to the fair through and including the Monday after the fair. Additionally, the contractor shall have use of the building throughout the year for storage of signage.
- C. The contractor reserves the right to enlist the assistance of laborers or volunteers, both members and non-members of the Greene County Agricultural Society, in the setup, take down and production of the fair during the above listed dates as the contractor deems appropriate. Such person(s) shall be covered by the contractor's insurance, as hereafter stated.
- D. The town shall not approve or allow any other events to occur in Angelo Canna Town Park during the above stated dates without providing the contractor with written notice no later than thirty (30) days prior to the above stated dates.

ARTICLE II: CONTRACTOR'S INSURANCE

- A. The contractor shall not commence work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.
- B. Compensation insurance: The contractor shall take out and maintain during the life of the agreement, Worker's Compensation Insurance for its employees to be assigned to the work hereunder.
- C. General Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of the agreement such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:
 - General liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

- Property damage insurance in an amount not less than \$300,000 for damage on account of all occurrences.
- D. The contractor shall furnish the above insurances to the town and shall also name the town as an additional named insured in said policies.
- E. Any accident shall be reported to the town's Supervisor as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town as soon thereafter as possible, and not later than three (3) days after the date of such accident.

ARTICLE III: PERMITS AND REGULATIONS

A. The contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE IV: INDEMNITY AND SAVE HARMLESS AGREEMENT

A. The contractor agrees to indemnify and save the town, its officers, agents and employees harmless from any liability imposed upon the town, its officers, agents and/or employees arising from the negligence, active or passive, of the contractor.

ARTICLE V: NO ASSIGNMENT

A. In accordance with the provisions of Section 109 of the General Municipal Law, the contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to another person or corporation without the previous written consent of the town.

ARTICLE VI: AUTHORITY FOR EXECUTION ON BEHALF OF THE TOWN

ARTICLE VII: NOTICES

A. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designed in writing by either party hereto:

To town: Town of Cairo, Main Street, Cairo, NY 12413

To contractor: Greene County Agricultural Society, P.O. Box 84, Greenville, NY 12083

ARTICLE VIII: WAIVER

A. No waiver of any breach of any condition of such agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term of condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE IX: MODIFICATION

A. This agreement constitutes the complete understanding of the town and contractor. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE X: APPLICABLE LAW

A. This agreement is governed by the laws of the State of New York. IN WITNESS THEREOF, the Town of Cairo has caused these presents to be signed by Daniel Benoit, supervisor, duly authorized to do so, and to be attested to by the Cairo Town Clerk, and the contractor has caused these presents to be signed by its president or vice president, the date first stated above.

Daniel Benoit, supervisor	
Town of Cairo, New York	
State of New York	
County of Greene	
personally appeared	, 2017, before me a notary public, the undersigned officer, known to me (or satisfactorily proven) to be
the person whose name is subscribed to the wife	thin instrument, and acknowledged that he executed the same
for the purposes therein contained. In witness I	nereof, I hereunto set my hand and official seal.
Notary Public	
Alex Johnk, president Greene County Agricultural Society, Inc.	
State of New York	
County of Greene	
the person whose name is subscribed to the wife for the purposes therein contained. In witness I	, 2017, before me a notary public, the undersigned officer, known to me (or satisfactorily proven) to be thin instrument, and acknowledged that he executed the same nereof, I hereunto set my hand and official seal.
Notary Public	VIRGILIA B. TEGIACCHI

No. 01TE6056024
Qualified in Greene County
Commission Expires March 12 2015

3 | Page

"Accept Water Penalties"

WHEREAS, it is necessary for the Water Penalties be authorized by the Town Board and documented in the minutes; therefore, be it

RESOLVED, that the Town Board does hereby accept the Water Penalties from the Water Administrator in the amount of \$1,378.89 dated February 10, 2016.

OFFERED BY:	
SECONDED BY:	

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			
Council Member Mary Jo Cords			
Council Member Gary Warner			

Motion Carried	Motion Defeated	

"Water Billing ADJUSTMENT"

WHEREAS, it is necessary for the Water billing adjustment to be authorized by the Town Board and documented in the minutes; therefore, be it

RESOLVED, that the Town Board accepts the adjustment to the Water billing dated January 5, 2017 to be credited to Account Number 0840 for \$26.35, which was erroneously posted.

OFFERED BY:	
SECONDED BY:	

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce		-	
Council Member Douglas Ostrander			
Council Member Mary Jo Cords			
Council Member Gary Warner			

Motion Carried	Motion Defeated
March 6, 2017	*

"Accept Sewer Use Billing"

WHEREAS, it is necessary for the Sewer Use Billing be authorized by the Town Board and documented in the minutes; therefore, be it

RESOLVED, that the Town Board does hereby accept the Sewer Use Billing from the Sewer Administrator in the amount of \$35,673.87 dated February 7, 2017

OFFERED BY:	
SECONDED BY:	

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			9
Council Member Douglas Ostrander			
Council Member Mary Jo Cords			, ,
Council Member Gary Warner			p.

Motion Carried	Motion Defeated	
40 MA		

"Sewer Billing ADJUSTMENT"

WHEREAS, it is necessary for the Sewer billing adjustment to be authorized by the Town Board and documented in the minutes; therefore, be it

RESOLVED, that the Town Board accepts the adjustment to the Sewer billing dated February 7, 2017. A credit of \$44.86, to be applied to account number 0840, to correct an estimated water usage which created a high sewer bill.

OFFERED BY:	
SECONDED BY:	

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			
Council Member Mary Jo Cords			
Council Member Gary Warner			

Motion Carried	Motion Defeated	
March 6, 2017		

"Board of Assessment Review Member Listing"

BE IT RESOLVED, that the Town Board of the Town of Cairo hereby approve Peggy Muller to another term as a member of the Board of Assessment Review (BAR) for another term. Term will run from 10/01/16 to 09/30/21.

SECONDED BY:			
Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			1
Council Member Mary 10 Cords			

OFFERED BY:

Council Member Gary Warner

Motion Carried	Motion Defeated	Date:
March 6 2017		



SUSAN E. SAVAGE Assistant Deputy Commissioner Office of Real Property Tax Services

TO:

City Clerks and Town Clerks

FROM:

Educational Services

SUBJECT:

Reporting Board of Assessment Review (BAR) information

DATE:

November 2016

It's time to review Board of Assessment Review member appointments and reappointments. If you have not already done so, please check your municipal records to determine which BAR appointments in your municipality have expired and if any vacancies exist. If necessary, please arrange for the BAR appointment item or items to be added to the next board meeting agenda.

1. After the appointment or reappointment is made, forward the information to your County Director of Real Property Tax Services. Please use the form provided and fill in new information or changes to existing information. The information provided will be used to determine the BAR training schedule for the spring of 2017.

2. If you have questions, please contact your County Director. Listed below are answers to some frequently asked questions.

FREQUENTLY ASKED QUESTIONS about BOARD OF ASSESSMENT REVIEW

Question: What is the purpose of the Board of Assessment Review?

Answer:

The BAR's sole purpose is to guarantee taxpayer's rights by hearing real property assessment complaints (grievances) and arriving at fair and impartial

determinations regarding those complaints.

Question:

Who must attend training?

Answer:

Initial appointees and re-appointees to the BAR must attend a BAR training session in order to participate in the hearing and determinations of assessment complaints on grievance day.

Question: Answer:

How are Board of Assessment Review Appointments determined?

Section 523 of the Real Property Tax Law prescribes BAR appointments. The Town Board or the City Council appoints Members for a five-year term of office. Terms of office must begin on October 1 and end on September 30, five years later. Terms should be staggered so that only one term expires each year. Persons appointed on a date other than October 1, to fill an unexpired term, serve until September 30 of the year that term ends. The BAR must consist of not less than three nor more than five members. Neither the assessor nor any of his or her staff may be appointed to the board. In addition, the majority of the board must consist of members who are not officers or employees of the local government or village.

4. Question: Answer:

What are the qualifications and oath of office requirements for BAR members? The Real Property Tax Law requires that members of the BAR have knowledge of property values in the assessing unit. BAR members are local public officers, and therefore, are required to be at least 18 years old, citizens of the United States and residents of the municipality which the board serves (Public Officers Law, section 3).

Members of the board are required to take and file an oath of office. Oaths of local public officers are filed with the clerk of the city or town in which the board serves. In counties having county assessment, oaths are filed with the county clerk.

5. Question: Answer:

Are there different types of Board of Assessment Review memberships? There are two types of members: the regular member, as noted in #4 above, and the temporary member. Temporary members are appointed to serve on administrative hearing panels. Up to two temporary members can be appointed for each regular member on the Board. Temporary members are appointed to one-year terms, are required to attend training every year and can only make recommendations regarding assessment determinations. Regular BAR members make all final determinations regarding assessments (Real Property Tax Law, section 523-a).

6. Question: Answer:

Do Board of Assessment Review members receive certificates? Yes. The County Director of Real Property Tax Services distributes "certificates of attendance" to each BAR member who attends the training course. A copy of the certificate is filed with the city or town clerk.

7. Question:

What happens if, after exploring all alternatives with the county director, a BAR member does not attend the training course when required to do so?

Answer:

The BAR member should explore all options with their county director and even the directors of neighboring counties to attend BAR training when they are required to attend. They should always seek alternate training dates or arrangements before using the last resort of applying for an extension. If a BAR member is unable to attend the courses offered as explained above, due to reasons (s)he cannot control, (s)he must submit a request in writing to Educational Services, at the address listed on the front of this memo. That extension request must be received at least ten working days prior to Grievance Day and must include the specific reason for not attending the prescribed training. If an extension is granted, the BAR member will be notified as soon as possible prior to Grievance Day and will be allowed to participate as a Board of Assessment Review member with the understanding that (s)he must attend the next available training session. If an extension is denied, the BAR member cannot be counted in determining whether a quorum is present at a meeting of the Board of Assessment Review. Furthermore, such members may not participate in the hearing and determination of complaints.

Enclosure

cc: County Director, Real Property Tax Services

STATE OF NEW YORK
Office of Real Property Tax Services - Educational Services October 31, 2016

SWIS	Code
192	400

BOARD OF ASSESSMENT REVIEW MEMBER LISTING

Daytime Phone ()						
		Town of Cairo /	/ Greene County			
Please	Please use the area on the right to update/correct or add any information pertinent to the current BAR members listed.					
9	erm ended:			Term: 10/01/2016 - 09/30/2		
Initial Date:	05/05/2011	Ms. Peggy Muller	Name:			
Term Begins:	10/01/2011	1493 Rotue 67	Address:			
Term Ends:	09/30/2016		• •			
Last Training:	04/13/2016	Leeds, NY 12451	Town/Zip:			
		Day Phone:	Day Phone:	Appointment Date:		
Initial Date:	05/13/1987	Mr. John L. Kargoe	Name:			
Term Begins:	10/01/2012		Address:	Marie Control of the		
Term Ends:	09/30/2017	P.O. Box 131			-	
Last Training:	04/13/2016	Cairo, NY 12413	Town/Zip:			
		Day Phone: (518) 622-3912	Day Phone:	Appointment Date:		
Initial Date:	04/10/2013	Mr. Robert E. Fritze	Name:			
Term Begins:	10/01/2013	34 Tanglewood Lane	Address:			
Term Ends:	09/30/2018	1				
Last Training:	04/13/2016	Leeds, NY 12451	Town/Zip:			
		Day Phone:	Day Phone:	Appointment Date:		

Sherry True

From:

Peggy Muller <pmullerc21@aol.com>

Sent:

Wednesday, February 15, 2017 10:38 AM

To:

Sherry True

Subject:

BAR

I would be honored to again serve on the Cairo Board of Assessment Review with John Kargoe as the Chairman.

Sent from my iPhone Peggy Muller 518-965-4051, cell pmullerc21@aol.com C21 New West Properties

"Amend Resolution #240-16 & 259-16"

WHEREAS, Resolution #240-16 listed Tanja Sirago's Days of Work for retirement reporting as 1.40 days per month and;

WHEREAS, Resolution #259-16 amended resolution #240-16 to be 2.80 days per month and;

WHEREAS, Tanja Sirago is paid on a bi-weekly basis resulting in the Days of Work for retirement reporting to be incorrect;

THEREFORE BE IT RESOLVED, the Town Board does hereby establish from her record of activities for retirement purposes to be 2.74 days for months with two pay periods and 4.11 days for months that have three pay periods.

OFFERED BY:		
SECONDED BY:	-	,

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			
Council Member Mary Jo Cords			
Council Member Gary Warner			

Motion Carried	Motion Defeated

"Accept EDU Billing"

WHEREAS, it is necessary for the EDU Billing be authorized by the Town Board and documented in the minutes; therefore, be it

RESOLVED, that the Town Board does hereby accept the EDU Billing from the Sewer Administrator in the amount of \$67,763.75 dated March 1, 2017.

OFFERED BY:	
SECONDED BY:	

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			* * * * * * * * * * * * * * * * * * *
Council Member Douglas Ostrander		9	
Council Member Mary Jo Cords	V.,		8
Council Member Gary Warner	1		

Motion Carried	Motion Defeated	

"Authorization to Purchase Furniture for Zoning"

WHEREAS, the Town of Cairo Zoning Board has requested authorization to purchase new furniture for the Zoning Department, consisting of 2 new desks and 2 new chairs with a cost of \$796.00, therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Zoning Department to purchase items requested, not to exceed the price of \$796.00.

OFFERED BY:				
	9 8		×	50
SECONDED BY:		*		

Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit	*		
Council Member Daniel Joyce			
Council Member Douglas Ostrander			
Council Member Mary Jo Cords			
Council Member Gary Warner			

Motion Carried	Motion Defeated	Date:
March 6, 2017		

"Upgrade to Town of Cairo Dog Park"

WHEREAS, The Town of Cairo Town Board has received four written quotes for upgrading the Cairo Dog Park;

1.) A&C Fence Company = \$6,964,

OFFERED BY:

Council Member Mary Jo Cords
Council Member Gary Warner

- 2.) ROMA Fence Company = \$6,430,
- 3.) Haley Brothers, Inc. =\$11,315 and
- 4.) Shinas Construction = \$14,304.72, therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby approve the upgrades to the Town Dog Park using A&C Fence Company with a cost not to exceed \$6,964.00. A&C was chosen because they are supplying new posts and fencing, the old posts and fencing will be used in the Cairo Community Gardens. There is already \$2,500 from the bottle donations to go towards the new fence.

SECONDED BY:			
Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			
Council Member Douglas Ostrander			

Motion Carried	Motion Defeated	Date:
March 6 2017		



Dog Fencing Quote

- 1.) **A&C Fence Company** The 536' of fencing would be taken down and replaced with 4' 9 gauge galvanized steel. Estimate includes all new posts, framework fittings and two double gates. Material and labor included. Customer cleans up any unused materials. *Cost for project:* \$6,964.00
- 2.) **ROMA Fence Company** Install 4'-high, 9 Gauge Galvanized chain link fence. Galvanized tension wire along bottom. Using existing posts and top rails. Adding a dividing fence. Including 2 6' wide double service gates for 2 entrance areas. All new concrete posts. Customer cleans up any unused materials. Material and labor included. *Cost for project:* \$6,430.00
- 3.) Haley Brothers, Inc. Take down existing fencing. Using existing 2" posts a 2 ½" sleeve line posts will be placed over the posts. Nine gauge galvanized chain link fencing will be used for the project. Two 6' welded frame double gates installed. Material and labor included. Prevailing wages will apply. *Cost for project: \$11,315.00*
- 4.) Shinas Construction Remove existing fence system, includes rails, fencing and posts. Approximately 400 lineal feet. Install new chain link fence 4' high, 1 7/8" line posts and 2" terminal posts. Install double gate system at two entrances, 4' high by 10' wide. Cost for project: \$14,304.72

Please note all fencing being removed will be used in the Cairo Community Gardens



JOB ESTIMATE

NAME: Dwayne - Cairo Town Park

LOCATION: Mountain Ave. Cairo, NY

DATE: 2/27/2017

PHONE: 622-0092 / 291-0915 EMAIL: strue@townofcairo.com

DOG PARK:

TO INSTALL 4'-HIGH, 9 GAUGE GALVANIZED CHAIN LINK GALVANIZED TENSION WIRE ALONG BOTTOM OF FENCE USING EXISTING POSTS & TOP RAIL ADDING ONE DIVIDING FENCE INCLUDING TWO +/- 6' WIDE DOUBLE SERVICE GATES INCLUDING TWO ENTRANCE AREAS (TWO GATES EACH) ALL NEW POSTS IN CONCRETE

ALL LABOR & MATERIAL - \$6,430.00

GARBAGE AREA:
TO INSTALL 4' HIGH GREEN VINYL COATED CHAIN LINK
GALVANIZED POST SYSTEM
ALL NEW WIRE
NEW POSTS AND TOP RAIL WHERE NEEDED

ALL LABOR & MATERIAL - \$1,500.00

*ALL EXISTING MATERIAL TO BE LEFT IN A PILE FOR CUSTOMER TO DISPOSE OF

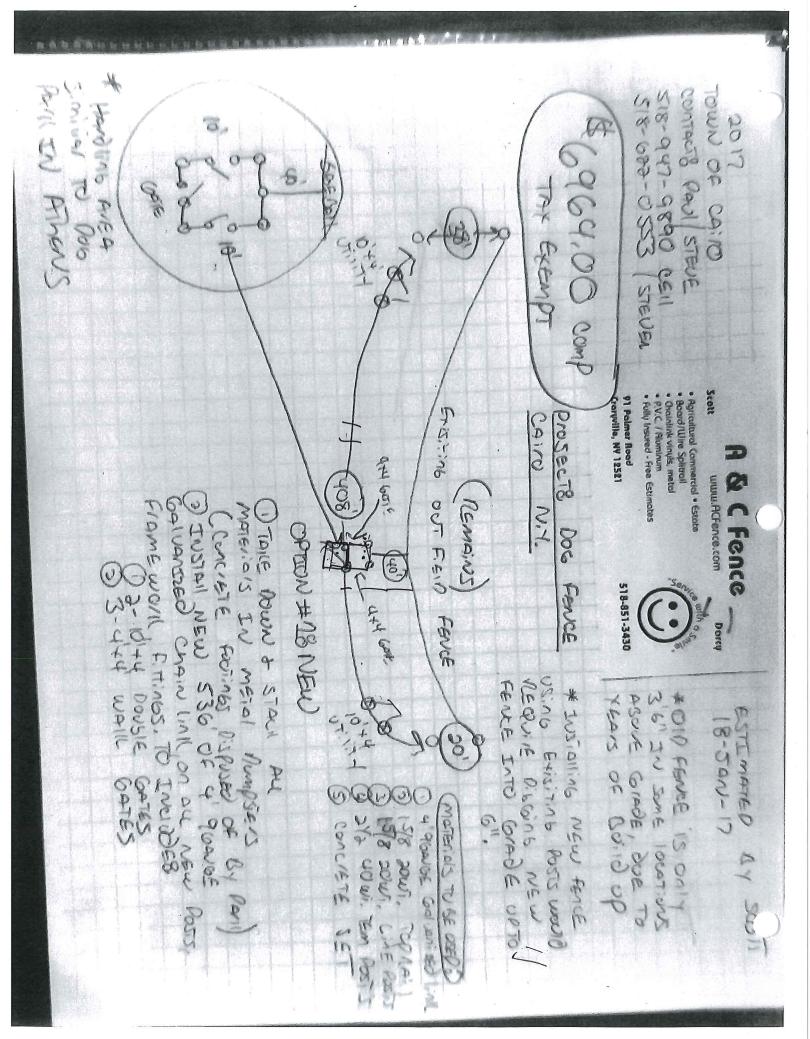
*IF ANY MACHINERY NEEDS TO BE RENTED FOR DRILLING PURPOSES BECAUSE OF ROCK, THAT CANNOT BE BROKEN UP, IT WILL BE ADDED TO FINAL INVOICE

^{*}Customer is Responsible For Privately Owned Utilities - Customer Is Responsible for Marking All Private Underground Utilities/Lines, Septic Tanks & Fields, Pool Utilities, Satellite Lines, Etc.

^{*}Customer Is Responsible For Establishing Property Line(s)

^{*50%} Deposit Required To Start (Contract To Follow)/ Balance Due Upon Completion *All Past Due Balances Are Subject To A 5% Service Charge, Per Month

^{*}Customer Responsible For Any Permits Needed For Fence Construction - Contact Your Local Building Dept.



"Budget Amendments and Payment of Bills on Abstract #305"

WHEREAS, town law requires that no fund or appropriation account may be overdrawn; and

WHEREAS, payment of bills should be properly authorized and documented in the minutes; therefore be it

RESOLVED, the Town Board does hereby authorize that Abstract #305, consisting of 2016 Vouchers #100240 through #100356 in the amount of \$254,437.81 is approved for payment.

The total amount to be paid from the: General Fund - \$113,622.10 Highway Fund - \$96,826.54 Special Fire - \$8,092.00 Street Lighting -	Hydrant - Sewer Fund - \$25,607.15 Water Fund - \$10,265.06 Trust & Agency - \$24.96
OFFERED BY:	

	6		
Council Member	Aye	Nay	Abstain/Absent
Supervisor Daniel A. Benoit			
Council Member Daniel Joyce			,
Council Member Douglas Ostrander		0.	·
Council Member Mary Jo Cords			e. t
Council Member Gary Warner			

Motion Carried	Motion Defeated
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SECONDED BY: