

TOWN OF CAIRO

LOCAL LAW NO. 4 FOR THE YEAR 2017

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-c

Be it enacted by the Town Board of the Town of Cairo as follows:

Section 1. **Legislative Intent:** It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Cairo pursuant to General Municipal law §3-c, and to allow the Town of Cairo to adopt a budget for the fiscal year beginning January 1, 2018 and ending December 31, 2018 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c.

Section 2. **Authority:** This local law is adopted pursuant to subdivision 5 of General Municipal law §3-c, which expressly authorizes the Town board to override the tax levy limit by the adoption of a local law approved by vote of at least sixty percent (60%) of the Town Board.

Section 3. **Tax Levy Limit Override:** The Town Board of the Town of Cairo, County of Greene is hereby authorized to adopt a budget for the fiscal year 2018 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4. **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 5. **Effective date:** This local law shall take effect immediately upon filing with the Secretary of State.

Local Law Filing

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov/corps

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☐ Town ☐ Village

Of CAIRO

Local Law No. 4 of the year 2017

TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN
A local law
(Insert Title)
GENERAL MUNICIPAL LAW §3-c

TOWN BOARD

Be It enacted by the of the
(Name of Legislative Body)

☐ County ☐ City ☐ Town ☐ Village

of CAIRO as follows:

PLEASE SEE ATTACHED

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 4 of 2017 of the ~~(County)~~(City)(Town)(Village) of CAIRO was duly passed by the TOWN BOARD on November 6, 2017, in accordance with the applicable provisions of law.
(Name of Legislative Body)

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 ____ and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ and was deemed duly adopted on _____ 20 ____,
(Elective Chief Executive Officer*)
in accordance with the applicable provisions of law.

~~3. (Final adoption by referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 ____ and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ on _____ 20 ____ Such local law was submitted
(Elective Chief Executive Officer*)
to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20 ____, in accordance with the applicable provisions of law.

~~4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 ____, and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ on _____ 20 ____ Such local law was subject to
(Elective Chief Executive Officer*)
permissive referendum and no valid petition requesting such referendum was filed as of _____ 20 ____, in accordance with the applicable provisions of law.

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a countywide 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.

5. (City local law concerning Charter revision proposed by petition)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of
20____ of the City of _____ having been submitted to referendum pursuant to the
provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a
majority of the qualified electors of such city voting thereon at the (special)(general) election held on
_____, 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of
20____
of the County of _____ State of New York, having been submitted to the
electors
at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of
the
Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the
cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a
unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate
certification.)**

I further certify that I have compared the preceding local law with the original on file in this office and that the
same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the
manner indicated in paragraph 1, above.

Clerk of the County legislative body, City, Town or Village Clerk
or officer designated by local legislative body

(Seal)

Date: _____

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County CAIRO
City of -----
Town
Village

Local Law No. **3** of the year 20**17**

EXTENDING THE REAL PROPERTY TAX EXEMPTION FOR COLD WAR VETERANS

A local law -----
(Insert Title)

TOWN BOARD
Be It enacted by the ----- of the
(Name of Legislative Body)

County CAIRO
City of ----- as follows:
Town
Village

WHEREAS, Section 458-b of the Real Property Tax Law which authorizes a limited exemption from real property taxes for residential real property owned by veterans who rendered military service to the United States during the "Cold War" is set to expire; and

WHEREAS, an amendment to said Real Property Tax Law 458-b effective September 17, 2017 authorizes municipalities to continue the real property tax exemption upon the enactment of local law authorizing same; and

WHEREAS, in regard to "Cold War" veterans who own residential real property within the Town of Cairo, it is the desire of the Cairo Town Board to continue to offer the "Cold War" veterans exemption at the maximum amounts;

SECTION 1. In accordance with the provisions of Section 458-b and amendments thereto, of the Real Property Law of the State of New York, residential real property owned by veterans who rendered military service to the United States during the "Cold War" shall be partially exempt from town taxation.

SECTION 2. The maximum exemptions allowable from Town real property taxation pursuant to Section 458-b of the Real Property Tax law are hereby adopted.

SECTION 3. This local law shall take effect immediately upon its filing with the Secretary of State.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 3 of 2017 of the (County)(City)(Town)(Village) of CAIRO was duly passed by the TOWN BOARD on November 6, 2017, in accordance with the applicable provisions of law.
(Name of Legislative Body)

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____ and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ and was deemed duly adopted on _____ 20 _____,
(Elective Chief Executive Officer*)
in accordance with the applicable provisions of law.

~~3. (Final adoption by referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____ and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ on _____ 20 _____. Such local law was submitted
(Elective Chief Executive Officer*)
to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20 _____ in accordance with the applicable provisions of law.

~~4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____, and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ on _____ 20 _____. Such local law was subject to
(Elective Chief Executive Officer*)
permissive referendum and no valid petition requesting such referendum was filed as of _____ 20 _____ in accordance with the applicable provisions of law.

*Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a countywide 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.

5. (City local law concerning Charter revision proposed by petition)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

Clerk of the County legislative body, City, Town or Village Clerk
or officer designated by local legislative body

(Seal)

Date: _____

TOWN OF CAIRO - Resolution # ____-17

"Approval of Accounting Firm for Town of Cairo"

BE IT RESOLVED, that the Town Board does hereby authorize the Town Supervisor to sign the contract with Pattison, Koskey, Howe & Bucci, CPAs, PC to prepare the annual financial statements and related notes for the Town of Cairo for fiscal year 2017.

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_____

November 6, 2017



PATTISON, KOSKEY, HOWE & BUCCI

www.pkhhcpa.com

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

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

Jean Howe Lossi, EA
Carol LaMont Howe, EA
Dennis A. O'Brien, CPA

September 25, 2017

To the Town of Cairo Board Members:

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

We will apply the agreed-upon procedures which the Town of Cairo Board has specified, listed in the attached schedule, to the Town Tax Collector of the Town of Cairo for the periods of January 1, 2017 through December 31, 2017 prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities. This engagement is solely to assist Town of Cairo in procedures of the Town Tax Collector. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

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

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

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

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

502 Union Street
Hudson, NY 12534
Tel: 518-828-1565
Fax: 518-828-2672

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Catskill, NY 12414
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Fax: 518-943-6532

2880 Route 9, Ste 2
Valatie, NY 12184
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340 Main Street
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465 Washington Ave.
Kingston, NY 12401
Tel: 845-331-5030
Fax: 845-331-0242

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to such attest documentation will be provided under the supervision of Pattison, Koskey, Howe & Bucci, CPAs, P.C. personnel.

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

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

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

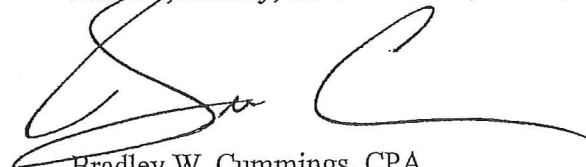
Our fees for these services are included in the monthly attestation engagement letter. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary,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

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

Shareholder	\$175 per hour
Staff	\$ 80 per hour
Administrative	\$ 55 per hour

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

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



Bradley W. Cummings, CPA
Shareholder



PATTISON, KOSKEY, HOWE & BUCCI

www.pkhhcpa.com

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Jon Rath, CPA (Retired)

Jean Howe Lossi, EA
Carol LaMont Howe, EA
Dennis A. O'Brien, CPA

September 25, 2017

Town of Cairo
Town Supervisor
PO Box 728
Cairo, NY 12413

To the Town Board and Supervisor of the Town of Cairo, New York:

We are pleased to confirm our acceptance and understanding of the services we are to provide for the Town of Cairo, New York for the year ended December 31, 2018.

We will prepare the annual financial statements and related notes for the Town of Cairo, New York for the year 2017, to be included in the form prescribed by the State of New York, Office of the State Comptroller Division of Municipal Affairs, Albany, New York (NYSOSC) and perform a compilation engagement with respect to the annual financial statements. The supplementary information accompanying the compiled financial statements will be presented for purposes of additional analysis. The supplementary information will be compiled from information that is the representation of management. We will not audit or review the supplementary information. We will not express an opinion, a conclusion, or provide any assurance on such supplementary information.

We will assist your bookkeeper in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to:

1. prepare the financial statements, and supplementary information in accordance with the format prescribed by NYSOSC based on information provided by you and in accordance with accounting principles generally accepted in the United States of America (GAAP) for fund financial statements, and
2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the format prescribed by NYSOSC and GAAP for fund financial statements.

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- additional information that we may request from you for the purpose of the compilation engagement.
- unrestricted access to persons within the municipality of whom we can determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Several of the nonattest services we will provide include, but are not limited to:

- When requested, we will assist your bookkeeper in adjusting the books of accounts so that she will be able to prepare a working trial balance from which the financial statements can be compiled. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.
- When requested, we will assist Town personnel in the recording of transactions in the Town's general ledger.
- Verify reconciliation of general ledger accounts to bank reconciliations.
- Reconcile interfund due to/due from accounts.
- Review and reconcile all other general ledger balance sheet accounts to supporting documentation.
- Provide proposed adjusting journal entries, as needed, to bring accounts to proper balances.
- Provide some consultation with the Town Supervisor as needed.
- We will assist the Town in the completion and submission of the New York State Annual Update Document (AUD) report for the year ended December 31, 2017.

Our Report

As a part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a part of this engagement.

Our report will disclose that the financial statements are presented in a prescribed form in accordance with the requirements of NYSOSC and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

TOWN OF CAIRO - Resolution # ____-17

"Agreed-Upon Procedures for the Records of Town Clerk, Court, and Tax Collector"

BE IT RESOLVED, that the Town Board does hereby authorize the Town Supervisor to sign the contract with Pattison, Koskey, Howe & Bucci, CPAs, PC to perform the agreed-upon procedures for the records maintained by the Town Clerk, Court, and Tax Collector for the fiscal year 2017.

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_____

November 6, 2017



PATTISON, KOSKEY, HOWE & BUCCI

www.pkhbcpa.com

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September 25, 2017

To the Town of Cairo Board Members:

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

We will apply the agreed-upon procedures which the Town of Cairo Board has specified, listed in the attached schedule, to the Town Clerk of the Town of Cairo for the periods of January 1, 2017 through December 31, 2017 prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities. This engagement is solely to assist Town of Cairo in procedures of the Town Clerk. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

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

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

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Town of Cairo Board Members, and should not be used by

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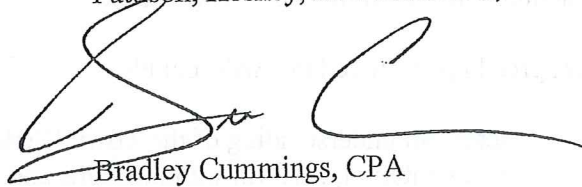
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additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

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

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

Bradley Cummings, CPA
Shareholder

RESPONSE:

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

By: _____

Title: _____

Date: _____



PATTISON, KOSKEY, HOWE & BUCCI

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Richard P. Koskey, CPA
Ned Howe, CPA
A. Michael Bucci, CPA
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September 25, 2017

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Fax: 518-758-6779

340 Main Street
Saugerties, NY 12477
Tel: 845-246-3803
Fax: 845-246-1035

465 Washington Ave.
Kingston, NY 12401
Tel: 845-331-5030
Fax: 845-331-0242

Members of the American Institute of Certified Public Accountants and New York State Society of Certified Public Accountants

Schedule #1

September 25, 2017

Attachment of Town of Cairo Tax Collector

Our agreed upon procedures will include:

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



PATTISON, KOSKEY, HOWE & BUCCI

www.pkhbcpa.com

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

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

Jean Howe Lossi, EA
Carol LaMont Howe, EA
Dennis A. O'Brien, CPA

September 25, 2017

To the Town of Cairo Board Members:

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

We will apply the agreed-upon procedures which the Town Board has specified, listed in the attached schedule, to the Town Justice Courts of the Town of Cairo for the period of January 1, 2017 through December 31, 2017 prepared in accordance with the Handbook for Town and Village Justices and Court Clerks. This engagement is solely to assist the Town of Cairo in procedures of the Town Justice Courts. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

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

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

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

502 Union Street
Hudson, NY 12534
Tel: 518-828-1565
Fax: 518-828-2672

45 Five Mile Woods Road, Ste 1
Catskill, NY 12414
Phone: 518-943-4502
Fax: 518-943-6532

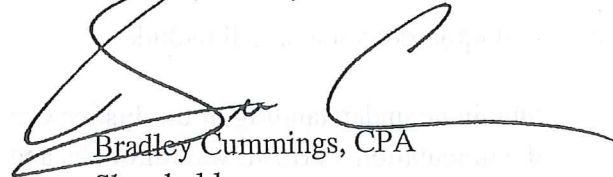
2880 Route 9, Ste 2
Valatie, NY 12184
Tel: 518-758-6776
Fax: 518-758-6779

340 Main Street
Saugerties, NY 12477
Tel: 845-246-3803
Fax: 845-246-1035

465 Washington Ave.
Kingston, NY 12401
Tel: 845-331-5030
Fax: 845-331-0242

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

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



Bradley Cummings, CPA
Shareholder

RESPONSE:

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

By: _____

Title: _____

Date: _____

TOWN OF CAIRO - Resolution # ____-17

Assessor Continuing Education

WHEREAS, the Town of Cairo Assessor attend one day seminar "Valuation of Medical Office Space" November 3, 2017 @\$110. Homewood Suites, New Windsor, NY for required (6) credit hours of continuing education for NYS certification. (see attached brochure with Assessor Monthly Report)

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Assessor to attend one day seminar @\$110. November 3, 2017, as required for continuing education, plus tolls and mileage, NYS reimbursable within 30 days

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_____ Date:_____

November 6, 2017

TOWN OF CAIRO - Resolution # ____-17

**"Authorize Town Supervisor to
Sign Sidewalk Improvement Documents"**

WHEREAS, The Town of Cairo was awarded a grant for construction of a Main Street Multi-Modal Pathway, and

WHEREAS, Administrative documentation pertaining to the project must be signed by an authorized representative of the town on a fairly regular basis, and

WHEREAS, the town board does regularly meet once a month and deadlines for execution of such administrative documents often occurs at short intervals that would require multiple special meetings simply to authorize signatures on administrative documents for a project already approved by the Town Board, now therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Town Supervisor, or in his absence the Deputy Town Supervisor, to execute and sign such administrative documents necessary for implementation and completion of the current Main Street Multi-Modal Pathway Project.

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_____ Date:_____

November 6, 2017

TOWN OF CAIRO - Resolution # ____-17

**"Authorize Town Supervisor to
Sign Ambulance Building Documents"**

WHEREAS, The Town of Cairo purchased the building at 25 Railroad Avenue for use for the Ambulance Services Project, and

WHEREAS, Administrative documentation pertaining to the project must be signed by an authorized representative of the town on a fairly regular basis, and

WHEREAS, the town board does regularly meet once a month and deadlines for execution of such administrative documents often occurs at short intervals that would require multiple special meetings simply to authorize signatures on administrative documents for a project already approved by the Town Board, now therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Town Supervisor, or in his absence the Deputy Town Supervisor, to execute and sign such administrative documents necessary for implementation and completion of the current Ambulance Building Project.

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 _____ Date: _____
November 6, 2017



October 24, 2017

Town of Cairo
PO Box 728
Cairo, NY 12413

Herein after referred to as Client:

Re: Contract Agreement
P466817

The following is a Contract Agreement between the above Client and Kaaterskill Associates (hereinafter referred to as Consultant) which includes: this Signed and Dated Letter of Agreement describing the Project, Scope of Services, Fee and Special Conditions; Attachment "A", General Conditions of the Agreement, dated January 1, 2017; and Attachment "B", Fee Schedule, dated January 1, 2017.

Project Description and Location: Provide construction documents as required by the Town of Cairo Building Department for building permit and construction for the following:

- Demolition of the existing garage & connector.
- Construction of a new ambulance garage with connection to the existing building.
- Connector to include decontamination area, bathroom, and storage spaces.
- First floor of existing building is to be converted to office space for ambulance personnel.
- First floor area currently used as a laundry room to be converted to a bedroom.

The project is located 25 Railroad Avenue Cairo, NY, Tax ID# 101.05-3-13.

Scope of Services: The services to be provided shall be as indicated below.

I. Feasibility Assessment (**NO CHARGE**)

1. **Structural review:** Walk through and around the building to visually identify the structural condition of the building for evaluation of the proposed use. This review will be based on visual observations only. No destructive investigation will take place during this investigation. Building elements of concern include but may not be limited to the following:
 - a. Foundation (walls, slabs, footings if visible).
 - b. Structural columns/posts, and beams.
 - c. Floor joists.
 - d. Walls (load bearing).
 - e. Roof rafters.
 - f. Provide a written report summarizing our findings.
2. **Suspect asbestos containing material (ACM) survey services (required by NYSDOL as well as Town of Cairo Building Department):**
 - a. Walk through and around the building to identify and quantify areas where suspect ACM sampling will be required.
3. **Conceptual Site Design:** based on your goals for the project we will generate two conceptual site plan layouts for the proposed ambulance garage connector for your review and approval. We will provide a list of pros and cons for each option. Meet and review concept drawings with the client (allow 1 meeting or review). Drawings to be provided:

- a. Site plan (two options).

II. Existing Conditions

1. **Suspect asbestos containing material (ACM) survey services (required by NYSDOL as well as Town of Cairo Building Department):**
 - a. Provide New York State Department of Labor Certified Asbestos Inspector to perform asbestos sampling as needed (for selective demolition) in accordance with applicable Federal and State regulations (NYSDOL - ICR 56-5, USEPA - AHERA). Follow the sampling protocol outlined by the EPA, OSHA for ACM and lead paint, and the NYSDOL for ACM in its guidance document.
 - b. Provide all required sampling equipment and media to collect suspect ACM and suspect lead paint samples.
 - c. Provide final written reports for building, (in accordance with ICR 56-5 which will include laboratory results, locations, condition, and quantities of all identified ACM if samples come back positive.
 - d. The client will be required to provide safe and unrestricted access to the property being sampled. All rooms and areas must be visually inspected.
 - e. ICR 56-5.1(g) requires the submission of survey reports to the NYS DOL Asbestos Control Bureau; consultant considers these reports confidential and does not submit them without written authorization from its client.
2. **Survey:** Boundary and topographic survey of the existing property. This will establish the boundaries of the property as well buildable footprint allowed by the current Town of Cairo Zoning Law.
3. **Document existing conditions:** We will visit the site to measure and record the existing conditions of the building. We only record the information necessary to execute the project; first & second floor plans and only enough of the elevations that will be affected by the addition. Once completed we will enter all data into AutoCAD (our drafting software). This will provide us with a base from which to develop the design and construction documents. Drawings to be provided:
 - a. Partial Foundation plan
 - b. First floor plan.
 - c. Second floor plan.
 - d. Elevations.

III. Design

1. **Code Review:** The code review will establish the design parameters of your project and building permit submittal purposes. The following codes will be reviewed:
 - a. International Building Code (IBC 2015).
 - b. 2016 NYS Uniform Code Supplement.
 - c. International Energy Conservation Code (IECC 2015) (Prescriptive Method recommended).
 - d. 2016 supplement to the NYS Energy Conservation Construction Code.
2. **Design Development:** based on the approved concept we will develop the drawings for the new structure for your review and approval. We will study the existing terrain and other site conditions that may impact the project. This will help us develop a design that meets your goals as well as provide a visually pleasing/appropriate design and functional site. Throughout the design process we will try to develop the most cost-effective solution. Meet and review design drawings with the client (allow 1 meeting or review). Drawings to be provided:
 - b. Site plan.
 - c. Floor plan.
 - d. Exterior elevations (2).

IV. Municipal Reviews (NO CHARGE)

1. **Town of Cairo Zoning Board of Appeals (ZBA):**
 - a. Prepare submission to Cairo ZBA for variance request seeking relief from side and rear yard setbacks.
 - b. Represent the Town of Cairo at the ZBA meetings.
2. **Town of Cairo Planning Board (PB):**
 - a. Prepare submission to Cairo PB for special use permit required for Municipal Use in H-C District.
 - b. Represent the Town of Cairo at the PB meetings.

V. Construction Documents

1. **Construction Documents:** based on the approved design documents, we will complete the Construction Documents that will be used to obtain the building permit and for construction. These documents will likely include, but may not be limited to, the following:
 - a. Title sheet with Location maps, Project description, and Code, Structural, & General notes.
 - b. Demolition plan.
 - c. Floor plan.
 - d. Exterior building elevations (4).
 - e. Building section(s).
 - f. Construction details.
 - g. Door & window schedules.
 - h. ADA details (ramp, railing, bathroom, as required).
 - i. Foundation plan & details.
 - j. Framing plans (deck/ramp & roof).
 - k. Code Review: International Building Code (IBC 2015), 2016 NYS Uniform Code Supplement, International Energy Conservation Code (IECC 2015) (Prescriptive Method recommended), and 2016 supplement to the NYS ECCC.

VI. Bidding

Following approval of the Construction Documents, we will assist you with obtaining bids for construction, evaluating the bids, and selecting a general contractor or contractors. We will answer any questions that may arise during the Bidding phase and will clarify, as necessary, such questions, as they arise, with Addenda to the Construction Documents. Further, at your request, we will assist you, or your attorney, with developing a contract for construction or otherwise evaluating the contract for construction as presented by the selected bidder. We suggest that you utilize an AIA Standard Form of Agreement Between Owner and Contractor for construction of this project.

VII. Construction Observation

We will observe the construction at intervals appropriate to the stage of construction, or as otherwise agreed, for the purposes of becoming generally familiar with the progress of the work completed and to determine if the work is being performed in a manner conforming with the construction documents. We will assist you in evaluating the completed work. Based upon on-site observations of the work, we will inform you of our opinion of the progress of the work and will endeavor to guard against defects or deficiencies in the work. Further, we will administer the Contract for Construction as necessary to certify payments to the contractor as delineated in the Contract for Construction.

OCTOBER 24, 2017

Fee: The fee for the above-described services shall be billed hourly plus expenses in accordance with the consultant's current fee schedule (attached) with an opinion of probable cost of \$31,000.00.

Special Conditions:

1. The Scope of Services does not include: agency review fees or application fees; preparation of building permit application; construction observation; or any work not specifically referred to in the Scope of Services.
2. Scope of Services does not include any mechanical (HVAC), electrical, or plumbing (MEP) documents. This will be performed on a design-build basis with a qualified mechanical, electrical, and plumbing contractor. It will be the responsibility of each contractor to install the required equipment under the current International Mechanical (IMC 2015), Fuel Gas Code (IFGC 2015), Electrical (NFPA 70), Plumbing (IPC 2015), and local regulations.
3. Any work performed that is not included in the scope of services shall be billed hourly plus expenses in accordance with Engineer's standard rates.

By signing below, client affirms that he/she has reviewed Letter of Agreement describing the Project, Scope of Services, Fee and Special Conditions; Attachment "A", General Conditions of the Agreement, dated January 1, 2017; and Attachment "B", Fee Schedule, dated January 1, 2017, and agrees with the terms and conditions.

By signing below, client hereby agrees to unconditionally personally guarantee payment and performance under this agreement.

Signed:



Kaaterskill Associates

Signature

Print Name

Address

Address

10/24/17

Date

Date

ATTACHMENT A GENERAL CONDITIONS

January 1, 2017

Clients Responsibility: Client shall provide Consultant with any available relevant information regarding the property, including but not limited to property surveys, deeds, covenants or restrictions, studies, designs, permits, permit conditions, and/or knowledge of any environmentally, archaeologically, or historically sensitive features, or any additional information which may be relevant to the Scope of Services being performed by Kaaterskill Associates or other information that may be relevant or important for the success of the project.

If the owner of the property (or properties) involved with the Consultant's Scope of Services is a corporation, LLC, partnership, institution, or similar entity, the client affirms that he/she is an authorized representative of the ownership entity.

Assignment of Agreement: This agreement shall not be assigned by the Client without prior written consent from Kaaterskill Associates.

Estimated Completion Date: Unless otherwise specified in the Special Conditions, work shall proceed as scheduling will allow. Any schedule conveyed to the Client is only an estimate and not a guarantee. The final schedule is subject to agency review time frames and any unanticipated circumstances encountered during the design and review process.

Project Changes: Revisions required by the regulatory agencies, municipal review boards, or any similar entity beyond the control of the Consultant, or revisions required or requested by the Client, or work not in the scope of services, are not included in the Fee, and shall be billed hourly plus expenses in accordance with the Consultant's standard rates.

Furnishing of Documents: The following quantity of drawings, estimates, and specifications are to be furnished by Kaaterskill Associates:

- One copy of all documents submitted to reviewing agencies.
- One copy of approved documents (stamped by approving agency).
- One additional working set of approved documents.

Additional documents may be obtained at cost as per the Fee Schedule "Attachment B", or as specified elsewhere in the agreement. Drawings, proposals, applications and/or all related documents will not be released by Kaaterskill Associates until payment has been made for the cost of all work completed to date, unless otherwise agreed upon in writing. Final documents will not be released until balance to date is paid in full unless otherwise agreed upon in writing.

Billing: For billing purposes time is charged in quarter hour intervals and is rounded to the nearest quarter of an hour. Billing will generally be performed monthly and/or at project milestones. Fixed fee projects may be invoiced incrementally.

Payment: This agreement is not a guarantee of any approvals. Payment for services is not contingent upon project approvals, property closings, or any similar project milestone. Unless otherwise specified in the Agreement, payment shall be due thirty (30) days after invoice date. Kaaterskill Associates may stop all work if payment is not received within thirty days of date of invoice. In the event that said account is unpaid after the thirtieth day, the Client shall be subject to a monthly service charge of one and one-half (1 1/2%) on the then unpaid balance. In the event that any portion of or all of this account remains unpaid ninety (90) days subsequent to the first billing date, the Client shall pay all costs of collection including, but not limited to staff time and expenses as well as reasonable attorney's fees. For any returned checks due to a stop payment or insufficient funds the

Client shall incur an additional \$100.00 plus expenses for the collection, as described above. In the event the Client has multiple agreements/projects (including addenda) with the Consultant and the Client is delinquent on one or more account(s) the Consultant reserves the right to withhold documents or stop work on any or all Projects and terminate any or all agreements. Client acknowledges that if the project work is suspended and restarts, and there are additional charges due to suspension and restarting of the work, the client shall be responsible for those additional charges.

Ownership of Documents: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of Kaaterskill Associates as instruments of service. The Client may, at his or her expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto. In the event the Client agrees to, permits or authorizes changes in the plans, specifications, data, reports and documents prepared by Kaaterskill Associates pursuant to this agreement, which changes are not consented to in writing by Kaaterskill Associates, Client acknowledges that the changes and their effects are not the responsibility of Kaaterskill Associates and Client agrees to release Kaaterskill Associates from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Kaaterskill Associates, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Kaaterskill Associates, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Kaaterskill Associates. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by Kaaterskill Associates and waives liability against Kaaterskill Associates for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Kaaterskill Associates.

Use of Project Images: Unless specifically prohibited by the Client, Kaaterskill Associates shall reserve the right to use project images in marketing materials and/or on social media. The taking of photographs during project construction does not constitute construction inspection or observation.

Business Development: Unless otherwise specified in this agreement, Scope of Services shall include preliminary meetings, development of proposal and opinion of probable cost, and administrative costs associated with project start-up.

Termination: This Agreement may be terminated by mutual consent, or by either party upon seven (7) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party.

In the event all or any portion of the work prepared or partially prepared by Kaaterskill Associates is to be terminated, Client shall pay Kaaterskill Associates for all fees, charges, and services earned and/or otherwise incurred up to the date of termination. This may include but is not limited to: all outstanding invoices; cost of work in progress; work performed by third parties and/or subcontractors; and a termination fee in the amount of \$500.

Electronic Documents: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by the consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by consultant to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by client.

When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by consultant at the beginning of this Project.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by consultant, as appropriate for the specific purpose intended, will be at client's sole risk and without liability or legal exposure to consultant or to consultant's consultants. Client shall indemnify and hold harmless consultant and consultant's consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Limitation of Liability: Client agrees that the maximum amount of liability for errors and omissions resulting from services provided under this agreement is the amount of available insurance.

Jobsite Responsibilities: Consultant shall not be responsible for means, methods, techniques, sequences, or procedures for contractors or other consultants. Consultant shall not be responsible for jobsite safety.

Amendment of Agreement: This agreement may be amended only in writing signed by the Client and Kaaterskill Associates.

Applicable Law: Unless otherwise specified or agreed upon, this Agreement shall be governed by the laws of the State of New York. Any legal action by either party shall be in Cairo Town Court or Greene County Court.

* * * * *

ATTACHMENT B

FEE SCHEDULE

January 01, 2017

<u>Classification</u>	<u>Hourly Rate or Expense Amount</u>
Staff	
Principal Engineer, Architect, Surveyor, or Landscape Architect	\$130
Senior Engineer, Architect, Surveyor, or Landscape Architect	\$100 - \$130
Senior Project Manager	\$70 - \$90
Staff Engineer, Architect, Surveyor, or Landscape Architect	\$60 - \$90
Senior Designer	\$60 - \$80
Senior Technician	\$50 - \$70
Staff Technician	\$30 - \$50
Certified Asbestos Inspector	\$80 - \$90
Project Coordinator	\$50 - \$70
Office Manager	\$40 - \$50
Administrative Assistant	\$25 - \$40

Note: Rates may be adjusted to reflect prevailing wage when applicable.

Reimbursable Expenses

Outside Consultants and Misc. Expenses	Invoiced amount plus 15%
Blue Prints and Reproductions: 24" x 36"	\$4.00
Other Sizes	\$0.75/SF
Travel	\$0.53/mile plus travel time

Note: Please be advised that the hourly rates listed may be subject to change without prior notice.

TOWN OF CAIRO - Resolution # ____-17

"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 adjustments to the Water bill dated October 4, 2017, to be credited to Account Number 1400 for \$424.25, which was posted due to an incorrect estimated water meter reading, and Account Number 2600 for \$296.81 which was posted due to an incorrect water meter reading.

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_____

November 6, 2017

TOWN OF CAIRO - Resolution # ____-17

"Accept WATER Billing"

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

RESOLVED, that the Town Board does hereby accept the Water Billing from the Water Administrator in the amount of \$43,797.75 dated October 4, 2017.

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_____

November 6, 2017

TOWN OF CAIRO - Resolution # ____-17

"Authorization to Sign Lease Agreement"

WHEREAS, Ford Motor Credit Co LLC has offered a two year master equipment lease-purchase agreement for the purchase of the 2017 Ford F250 being acquired from Metro Ford Sales; therefore be it

RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Town Supervisor to sign a (2) year lease/purchase contract for the same.

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_____

November 6, 2017

SCHEDULE NO. 7618107 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Master Agreement No. 7618105 dated as of 02/23/2015

This Equipment Schedule dated as of 11/06/2017, is being executed by Ford Motor Credit Company LLC ("Lessor"), and Town of Cairo ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	CASH PRICE	SUPPLIER NAME
1	2017 Ford F-250, 1FTBF2B62HEE90346	\$27,195.48	Metro Ford Sales
EQUIPMENT LOCATION: Parks, Buildings and Grounds, 512 Main Street, Cairo, NY, 12413			
COMMENCEMENT DATE (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): 11/06/2017		INITIAL TERM: 24 months	
		LEASE PAYMENTS: 2 Consecutive Annual in Advance Payments of \$14,303.57 each (including interest), due under this Schedule. See Attachment 1 hereto.	

Representations, Warranties and Covenants. Lessee hereby represents warrants and covenants as follows:

- a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.
- b) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

EXECUTED as of the date first herein set forth.

Lessee: **Town of Cairo**

Lessor: **Ford Motor Credit Company LLC**

By: _____
Title: **Daniel Benoit**
Town Supervisor

By: _____
Title: **Frank Mastrella**
Operations Manager, Municipal Finance

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

ATTACHMENT 1
TO
SCHEDULE NO. 7618107 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

LEASE PAYMENT SCHEDULE

Master Lease No.: 7618105

Interest Rate: 6.45%, Underwriting Fee: \$545.00

Commencement Date of Schedule: 11/06/2017

<u>Lease Payment Number</u>	<u>Lease Payment Date</u>	<u>Lease Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Concluding Payment</u>
					27,740.48
1	11 / 6 / 2017	14,303.57	0.00	14,303.57	13,436.91
2	11 / 6 / 2018	14,303.57	866.66	13,436.91	1.00
TOTALS		28,607.14	866.66	27,740.48	

TOWN OF CAIRO - Resolution # ____-17

**"Approve 2018 Contract with
Columbia-Greene Humane Society/SPCA"**

WHEREAS, The Town of Cairo has received the 2018 Columbia-Greene Humane Society/SPCA contract for January 1, 2018 – December 31, 2018 for approval, contract covers fees schedule, housing and care of dogs seized by Animal Control, therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo hereby authorize the Town Supervisor to sign the 2018 Columbia-Greene Humane Society/SPCA contract.

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 _____ Date: _____
November 6, 2017



Columbia-Greene

HUMANE SOCIETY/SPCA

Columbia-Greene Humane Society/SPCA

111 Humane Society Road, Hudson, NY 12534

Phone (518) 828-6044 Fax (518) 828-7709

Website: www.cghs.org Email: info@cghs.org

Facebook: www.facebook.com/cghs.org

Celebrating Over 60 Years of Caring for Animals in Need

Chairperson of the Board

Charlene Marchand

1st Vice Chairperson

Peter Hogan, C.P.A.

2nd Vice Chairperson

James Carlucci, Esq.

Treasurer

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

Secretary

Gisela Marian

Members

Hollie Adams

James Carlucci, Esq.

Jennifer Donoghue

Robert Gibson, Esq.

Russell Gibson

Sharyn Richards-Marks

Past Vice Chair

Hon. Jonathan D. Nichols

Volunteer Event Coord.

Jennifer Newton

CGHS Medical Director

Jerry Bilinski, D.V.M.

Veterinary Advisors

Barbara Clayton, D.V.M.

Barbara Dasch, D.V.M.

Gonzalo Diaz, D.V.M.

Stefani Gagliardi, D.V.M.

Danielle Sand, V.M.D.

Sue Tanner, D.V.M.

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Deborah Cohen

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Charlene Marchand

Gisela Marian

Edgar M. Masters

Barbara McCullough

Greg McEldowney

Brenda Schram

Charles Schram

Anne Weinberg

Michael Wilson

President & CEO

Ronald Perez, Jr.

November 1, 2017

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 2018. Please read the contracts thoroughly. Our contract **will not be alterable** on a per-municipality basis.

Please note that our fee structure has not changed. Fee highlights are as follows:

- \$35 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. This structure will benefit municipalities by staggering the housing cost depending on how quickly an animal is redeemed by its owner.
- 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 of CGHS/SPCA. A flat charge of \$300 will then be added to cover any and all services beyond the first ten days until the point of disposition.

Days that CGHS/SPCA is closed are exempted from the ten day period. If you should ever have any questions regarding our fee structure, please call us to be certain.

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, 2017** 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, so we can verify our files to be correct. If you make any changes 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.

The number of dogs coming in from your municipality from January 1, 2017 to November 1, 2017 has been provided for your budgetary needs. Thank you for your attention. Please contact me with any questions regarding our new fee structure at (518) 828-6044 ext. 108 or at ronperez@cghs.org.

Sincerely,

Ronald Perez, Jr.

President and CEO

Columbia-Greene Humane Society/SPCA

Number of Dogs from Town of Cairo, January 1, 2017 to November 1, 2017: 5



Columbia-Greene
HUMANE SOCIETY/SPCA

Columbia-Greene Humane Society/SPCA

111 Humane Society Road, Hudson, NY 12534

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Greg McDowney

Brenda Schram

Charles Schram

Anne Weinberg

Michael Wilson

President & CEO

Ronald Perez, Jr.

AGREEMENT

Between

Columbia-Greene Humane Society/SPCA

And

The Town of

CAIRO

THIS AGREEMENT is made for the period of January 1, 2018 through December 31, 2018, between the Town of CAIRO, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on November 1, 2016.

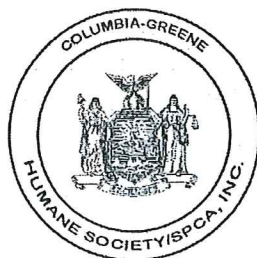
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

By: _____

Supervisor/Municipal Clerk

(Seal)

T/V/C of _____



(Seal)

By: _____

President and C.E.O.

Columbia-Greene Humane Society/SPCA

TOWN OF CAIRO - Resolution # ____-17

**"Authorization to Hire a Part Time Employee for
Parks, Buildings and Grounds"**

WHEREAS, there is a need for staffing in the parks, buildings and grounds department to hire a part time staff person, therefore;

BE IT RESOLVED, that the Town Board of the Town of Cairo hereby authorizes the hiring of a part time employee for Parks, Buildings and Grounds.

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_____ Date:_____

November 6, 2017

TOWN OF CAIRO - Resolution # ____-17

"Purchase 2004 Sterling L8500 Dump Truck"

WHEREAS, Town Board passed Resolution #168-17 to purchase Dump Truck

WHEREAS, Highway Superintendent advertised for bids

WHEREAS, Bids were opened in the office of the Town Clerk on October 31, 2017 at 2:00PM. There was one bid in the amount of \$12,475.00 from Arthur Trovei & Sons, Inc. Highway Superintendent, Robert Hempstead, Highway Deputy Debra Sommer and Deputy Clerk Maeve Bolger were present at the opening of bids. Now therefore be it;

RESOLVED, that the Town Board does hereby authorize Highway Superintendent to purchase 2004 Sterling L8500 dump truck from Arthur Trovei & Sons, Inc. for a purchase price of \$12,475.00

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_____

November 6, 2017

Town of Cairo **ARTHUR TROVEI & SONS, INC.**

Hablamos Espanol · Pregunta por Leslie

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2004 Sterling L8500 Single Axle Dump Truck

Inventory # 0630173

Year: 2004

Make: Sterling

Model: L8500

Type: Single Axle Dump Truck

Motor: Cat 3126 elec 250 hp

Wetline: Hydraulics for Dump Body

Air to Air: Yes

Engine Brake: No

Transmission: Allison MD3560

Automatic

PTO: Constant run drivers side with

shaft to hydraulic pump

Rear: Rockwell DTC 23,000 lb

Ratio: 6.14

Power Divider: No

Suspension: spring 23,000 lbs

Tires: 12R22.5 drive - 315/80R22.5 steer

Rims: 10 bolt hub pilot

Length: 25'3"

Width: 8'

Height: 10'2"

Odometer Reading: 93,673

ECM Mileage Reading: 93,474

Hour Meter Reading: 7,406

Computer Hour Reading: 7,444

Wheelbase: 168"

Cab to Axle: 85"

Cab to End: 120"

Weight: 17,700 lbs

GVW: 39,000 lbs

Dump Body: 8' x 10' aluminum dump body, 30" aluminum sides, 1 chute in air operated tailgate, 1 multi stage cylinder - works well very minor seepage

Added Details: runs well, air conditioning, single frame, air brakes, hydraulics for front plow, dump body, and spreader

Price: ~~\$13,900~~ ~~NAVY~~



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Arthur Trovei & Sons, Inc.
82 Sleepy Hollow Road
[Sparrow](#) Bush, NY 12780

1-800-755-8655
art@trovei.com
Fax: 845-856-6525

price to Town of Cairo

Regular Price \$13,900.00

Price Discounted to \$12,400.00

Total Price \$12,475.00



STERLING L8500 SINGLE AXLE DUMP TRUCK SPECIFICATIONS

Engine:	Cat 3126
Transmission:	Allison MD3560
Ratio:	6.14
Suspension:	Spring 23,000lbs
Odometer reading:	less than 95,000
Wheelbase:	168"
Cab to axle	85"
GVW:	39,000lbs
Dump body:	8' x 10' aluminum dump body with 30" sides

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law, Section 139-d, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

(A) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(C) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BIDDER Arthur Trovei & Sons Inc. By: James Rauch

Company: Arthur Trovei & Sons Inc.

Address: 82 Sleepy Hollow Rd., Sparrowbush, NY 12780

Federal Tax Identification #: 14-1501491 Date 10-20-17

Signature of Authorized Officer Arthur Trovei, Pres

SEAL OF THE CORPORATION

TOWN OF CAIRO - Resolution # ____-17

**"Budget Amendments and Payment of Bills on
Abstract #313"**

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 the following budget amendments:

From	A-1110.400	Muni Court - Contractual	-92.00
To	A-1110.200	Muni Court – Equipment	+92.00
From	A-1990.400	Contingent	-699.53
To	A-1220.400	Supervisor-Contractual	+699.53
From	A-1355.200	Assessor – Equipment	-114.05
To	A-1355.400	Assessor – Contractual	+114.05
From	A-1410.117	Town Clerk – Pers Serv	-217.16
To	A-1410.118	Town Clerk – Pers Serv-Deputy	+217.16
From		Fund Balance	-2,508.25
To	A-1420.400	Law – Contractual	+2,508.25
From		Fund Balance	-1,250.00
To	A-1440.400	Engineering – Contractual	+1,250.00
From	A-1990.400	Contingent	-1,594.67
To	A-1620.202	Building Improvements	+1,594.67
From	A-1990.400	Contingent	-2,174.47
To	A-1620.407	Buildings-Contract-Acra	+2,174.47
From	A-1620.409	Buildings-Contract-Amb	-1,912.20
To	A-1620.412	Buildings-Contractual-Amb	+1,912.20
From	A-1990.400	Contingent	-27.78
To	A-3510.400	Animal Control - Contractual	+27.78
From		Fund Balance	-6,052.26
To	A-3620.400	Safety Inspection-Contractual	+6,052.26

From		Fund Balance	-18,351.19
To	A-7110.400	Parks – Contractual	+18,351.19
From	A-1990.400	Contingent	-155.00
To	A-7510.400	Historian – Contractual	+155.00
From		Fund Balance	-11,810.81
To	DA-5130.400	Machinery – Contractual	+11,810.81
From	DA-9060.800	Employee Benefits-Hosp.	-86.75
To	DA-9055.800	Employee Benefits-Disability	+86.75
From		Fund Balance	-1,255.69
To	SS-8110.140	Sewer Admin-Pers Serv	+1,255.69
From		Fund Balance	-1,493.80
To	SS-8110.400	Sewer Admin-Contractual	+1,493.80

And be it further **RESOLVED**, the Town Board does hereby authorize that Abstract #313, consisting of 2017 Vouchers #101456 through #101583 in the amount of \$323,155.92 is approved for payment.

The total amount to be paid from the:

General Fund - \$76,928.12	Hydrant - \$7,500.00
Highway Fund - \$192,397.11	Sewer Fund - \$36,586.45
Capital Water - \$4,961.36	Water Fund - \$289.95
Street Lighting - \$4,373.56	Trust & Agency - \$119.38

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_____

November 6, 2017

TOWN OF CAIRO - Resolution # ____-17

"Receipt of Monthly Supervisor's Report"

WHEREAS, Town Law, Section 125 commands a detailed statement from the Supervisor's office to be rendered to the town board of all money received and disbursed and a copy filed in the office of the Town Clerk; therefore,

BE IT RESOLVED, that the Town Board Members accept the monthly Supervisor's Report for June 1st through October 31, 2017.

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_____

November 6, 2017