



## **TOWN OF CAIRO**

### **GENERAL/REGULAR MEETING AGENDA**

**May 9, 2012 @ 4PM**

**Location: Town Hall, Cairo**

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Attendance**

#### **Comments/Presentations**

- **John DiPalma, Stewarts Donation**
- **Delaware Engineering: Alan Tavenner**

#### **Approval of Minutes: April 25, 2012**

#### **Reports**

- |                                 |  |
|---------------------------------|--|
| - <b>Supervisor</b>             | - <b>Ambulance</b>                       |
| - <b>Highway Superintendent</b> | - <b>Planning Board</b>                  |
| - <b>Library</b>                | - <b>Police Department</b>               |
| - <b>Assessor</b>               | - <b>Building &amp; Code Enforcement</b> |
| - <b>Water &amp; Sewer</b>      | - <b>Other Department(s)</b>             |

#### **Appointments & Resolutions**

#### **Unfinished Business**

- **Employee Handbook**
- **Forest Management**
- **Ambulance Bid**
- **Baseball Fields Rules & Regulations**

#### **New Business**

- **Cemetery Bids**
- **Myers Management Contract**
- **Dog Control Contract**
- **Unsafe Buildings**
- **Parking Lot**
- **Main Street Flowers-Assistance to the Chamber**
- **Town Park Dog Fines**
- **Soccer Fields**

#### **Adjournment**



## **Minutes**

**Town of Cairo  
Town Board Meeting @7pm  
Location: Town Hall Meeting Room**

**April 25, 2012**

The Town Board of the Town of Cairo met for a Town Board meeting on Wednesday, April 25, 2012 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta, called the meeting to order at 7:00 PM and then asked the attendees to Pledge Allegiance to the Flag. Board members present: Councilperson Puorro, Councilperson Suttmeier, and Councilperson Joyce. Councilperson Ostrander was absent.

Phil Jackson of Project Hope, a crisis counseling program offered by the Mental Health Association of Columbia-Greene Counties in collaboration with the New York State Office of Mental Health, addressed the Town Board about establishing a support group in Cairo for victims of Tropical Storm Irene. Mr. Jackson wants to set up support group in Cairo where it would be an opportunity to tell flood stories with their neighbors. Information is available at the Town Clerk's Office.

Gail Walker of Round Top was recognized for her efforts for Earth Day clean up last Saturday. Supervisor Banta thanked her for her service to the community. She had over 70 volunteers.

NY Rural Water Association sent a letter to the Town of Cairo recognizing Kathy Jurgen's 20 years of membership in the Association. Kathy thanked Dave Jennings for his service to the Cairo Water Department.

**Highway** Superintendent of Highways Robert Hempstead gave an update on the Highway Dept. He is working on keeping all striping work within the town. He is in process of identifying the culverts by GPS, saving time and money. Hempstead met with Mr. Frisbee from

Cornell Cooperative Extension at various town owned sites, regarding the possibility of the harvesting of mature trees.

Hempstead also did update on parks, buildings and grounds projects. There will be a Main street sweeping on May 1, 2012. He reported that David Schermerhorn has been deployed overseas. He also reported he will be borrowing a sweeper from Greene County.

The minutes from the April 11, 2012 Workshop was accepted by Councilperson Joyce and seconded by Councilperson Puorro.

**Zoning Law** Supervisor Banta reported the Town Board is scheduled to review the draft zoning law on Monday, April 30<sup>th</sup> at 5:00 pm.

**Tax Collector** Supervisor Banta also reported that tax bills can be accessed via the Town's website, with a link on the Tax Collector's page.

**Ethics Board** The Board discussed appointing Don Gibson, Sr. as Ethics Board Chairman at no pay as it is a volunteer position.

**4<sup>th</sup> of July Celebration** Supervisor Banta reported on the 4<sup>th</sup> of July celebrations. There will be rides and entertainment offered by Osborn with a contribution of up to \$1,000. There will also be a charity soft ball game between the Fire Dept. and Police Dept. at approximately 4:00 pm. Fireworks will be set off at dark.

Employee meetings have been held each month, February 3<sup>rd</sup>, March 9<sup>th</sup>, and April 13<sup>th</sup>.

**Memorial Day Parade** The Memorial Day Parade will be held on Monday, May 28, 2012 at 11:00 am. The Town Board members will either march or ride in the parade.

Kathy Brown informed Town Board that the Cairo Little League will have food at the Town Park for the 4<sup>th</sup> of July celebrations.

Leisha Jackson asked if the rides by Osborn could be put on the old fields instead of the football fields.

**Resolution No. 106 -12** "Accepting Water Billings – Dated April 2, 2012"  
offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

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

RESOLVED, that the Town Board accepts the Water Billings as presented from the Water Administrator in the amount of \$43,867.61, dated April 2, 2012.

All members in favor – motion carried.

**Resolution No. 107 -12** “Authorization for Binghamton University to Drill 6 Cores at the Fossil Site at the Highway Department” offered by Councilperson Joyce and seconded by Councilperson Puorro:

BE IT RESOLVED, that the Town Board of the Town of Cairo authorizes Binghamton University to drill 6 cores, up to 2 meters deep and 2.5 to 4 inches in diameter at the Fossil Site at the Highway Department – Town Property.

All members in favor – motion carried.

**Resolution No. 108 -12** “Authorization for Highway Superintendent Robert F. Hempstead to Enter the Bowery Creek to Remove Debris” offered by Councilperson Puorro and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorizes the Highway Superintendent Robert F. Hempstead to leave his right of way and to enter the Bowery Creek over properties owned by Albert Barbato and Cornell Cooperative Extension. Wood will be left for Al Barbato.

All members in favor – motion carried.

**Resolution No. 109 -12** “Adopt GASB Statement Number 54” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

WHEREAS, the Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions; and

WHEREAS, Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications: non-spendable, restricted, committed, assigned and unassigned; and

WHEREAS, Statement 54 updates the definitions of governmental fund types, with significant changes related to special revenue funds; and

WHEREAS, these changes will bring greater clarity and consistency to fund balance reporting, resulting in an improvement in the usefulness of fund balance information; therefore be it

RESOLVED, the Town Board of the Town of Cairo hereby adopts, at the recommendation of the NYS Office of the State Comptroller, GASB 54 and will follow the requirements effective

with the filing of the financial statements for fiscal year end December 31, 2011 with the Office of the State Comptroller.

All members in favor – motion carried.

**Resolution No. 110 -12** “Mazone Plumbing & Heating Inc. Change Order #1” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

WHEREAS, there was an approved contract in the amount of \$229,679.00 between the Cairo Town Board, Cairo Public Library and contractor Mazone Plumbing and Heating, Inc. for the Contract for Mechanical Work of the new library; and

WHEREAS, the contractor will provide and install an additional 67 gallons of glycol liquid in the geothermal system piping to increase the proportion for 18% to 30% glycol in the system; and

WHEREAS, the Cairo Public Library requested this change to the work to be completed with an additional amount due of \$1,389.00; therefore be it

RESOLVED, that contract change order No. 1 for Mazone Plumbing & Heating Inc. be approved in the amount of \$1,389.00 for a total contract price of \$231,068.00.

All members in favor – motion carried.

There was a motion made by Councilperson Joyce and seconded by Councilperson Puorro to postpone the Resolution “CDE Electric Inc. Change Order #2”, pending clarification with Library to explain the Change Order.

All members in favor – motion carried.

**Resolution No. 111 -12** “Advertise for Bids for Seasonal Maintenance of Town Owned Cemeteries” offered by Councilperson Joyce and seconded by Councilperson Puorro:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby approve the advertisement for cleanup, mowing, and trimming of cemeteries owned by the Town of Cairo. Duties to be performed a minimum of five times during the season, May thru September 2012 to keep cemeteries maintained as necessary. Such bids should be returned to the Town Clerk’s Office by 3:00 pm on May 9, 2012.

All members in favor – motion carried.

**Resolution No. 112 -12** “Adopt Revised Town of Cairo Fee Schedule 2012” offered by Councilperson Puorro and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby adopt the Revised Fee Schedule dated April 25, 2012 which will be effectively applied and implemented on April 26, 2012.

All members in favor – motion carried.

**Resolution No. 113 -12** “Appoint Board of Ethics Review Chairperson” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby appoint Donald Gibson Sr. as Chairperson to the Board of Ethics Review at a rate of no pay as it is a volunteer position.

All members in favor – motion carried.

**Resolution No. 114 -12** - Presentation of Supervisor’s Monthly Report to the Town Board Members” offered by Councilperson Joyce and seconded by Councilperson Suttmeier:

WHEREAS, it is necessary to be documented in the minutes that the Town Supervisor has presented to the Town Board Members a monthly Supervisor’s Report consisting of cash receipts, cash disbursements, and a budget versus actual report for expenses and revenues; therefore be it,

RESOLVED, that the Town Board acknowledge that they have received the monthly Supervisor’s Report for:

- January 2012 on February 22, 2012
- February 2012 on March 28, 2012
- March 2012 on April 25, 2012

All members in favor – motion carried.

**Resolution No. 115 -12** “Budget Amendments” offered by Councilperson Joyce and seconded by Councilperson Puorro:

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-1220.4	Supervisor - Contractual	-504.50
To	A-1220.2	Supervisor - Equipment	+504.50
From	A-1355.4	Assessor - Contractual	-796.07
To	A-1355.2	Assessor - Equipment	+796.07
From	A-1620.4	Buildings - Contractual	-853.17
To	A-1620.2	Buildings - Equipment	+853.17
From	A-1990.4	Contingent	-367.50
To	A-6410.4	Publicity – Contractual	+367.50

From	A-5010.136	Persl Services – Highway	-365.40
To	A-8760.136	Emerg. Disaster–Persl Serv Hwy	+365.40
From	SS-8120.4	Sewers – Contractual	-71.96
To	SS-8110.4	Sewers – Admin	+71.96

And be it further RESOLVED, the Town Board does hereby authorize that Abstract #308, consisting of 2012 Vouchers #1385 through #1500 in the amount of \$139,445.11 is approved for payment.

The total amount to be paid from the:

General Fund -	\$56,498.81	Street Lighting -	
Highway Fund -	\$27,310.01	Sewer Fund -	\$4,993.62
Cap. Library Fund -	\$30,710.52	Water Fund -	\$877.27
Cap. Sewer Fund -	\$11,703.03	Trust & Agency -	\$101.85
Hydrant Fund -	\$7,250.00		

All members in favor – motion carried.

**Ambulance Bid** There was one bid for the new ambulance. Ambulance

Administrator Reay Mahler will look it over and advise Board.

**Town Park Fields** Dave Robinson of Cairo Little League asked if the baseball fields could be locked up so kids cannot ruin the fields. He would like to have some control over the fields.

Supervisor Banta asked Attorney for the Town Tal Rappleyea about setting up use policy for the fields. There should be surveillance cameras in place. This will be discussed further at workshop.

Water Contract with J. Myers Water Services, Inc. will be discussed at the work session on May 9, 2012.

**Elections** Board of Elections sent correspondence to the Town asking to use the new Library as a polling place. The Town Board will set up meeting with Library to discuss.

**Cairo Market Days** Carol Spohler asked for help with Cairo Market Days this summer. She will contact Supt. of Highways Robert Hempstead.

**Sprouts Program** Greene County Council of the Arts asked for a donation of \$350.00 to help run their Sprouts program this summer for the children. An allocation was made in the 2012 budget for the program contribution.

**Resolution No. 116 -12** “Approve \$350 to GC Council of the Arts” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby approve the donation of \$350 to the Greene County Council of the Arts to help run their Sprouts program this summer.

All members in favor – motion carried.

**Resolution No. 117 -12** “Board to Move into Executive Session” offered by Councilperson Puorro and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby move into Executive Session at 8:40 PM to discuss medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation within the Town of Cairo.

All members in favor – motion carried.

**Resolution No. 118 -12** “Board to exit Executive Session” offered by Councilperson Puorro and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit Executive Session at 9:40 PM.

All members in favor – motion carried.

Attorney for the Town Tal Rappleyea donated \$250 to the Chamber of Commerce to help with the music for the Antique Car Show.

**Resolution No. 119 -12** - “Flood Buyout Program” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby agree to opt into the Flood Buyout Program.

Roll Call:

Councilperson Suttmeier	Aye
Councilperson Puorro	Abstain
Councilperson Joyce	Aye
Supervisor Banta	Aye
Motion Carried.	



A motion was made by Councilperson Suttmeier and seconded by Councilperson Joyce to adjourn the meeting at 9:45PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC  
Cairo Town Clerk



## **TOWN OF CAIRO**

### **SUPERVISOR'S REPORT**

**May 9, 2012 @ 4PM**

**Location: Town Hall of Cairo, Town Library**

#### **Notification of Meeting:**

- **Town Clerk's Board**
- **Front & Rear doors of Town Hall; Meeting Room Door**
- **Outdoor Bulletin Board**
- **Post Office Bulletin Board**
- **Town Website**
- **Midhudson Cablevision PSA**
- **Town Email Sent**
- **Daily Mail Calendar**

#### **Committee Work:**

**\*Meet with your respective departments & committees, evaluate, set & improve standards & performance and report monthly at the Work Sessions\***

- **Parks, Buildings, & Grounds: Banta & Ostrander**
- **Insurance: Joyce & Suttmeier**
- **Police: Puorro & Ostrander**
- **Ambulance: Suttmeier & Banta**
  - o **Greene County EMS: Joyce**
- **Highway: Puorro & Banta**
- **Building Dept: Ostrander & Puorro**
- **Assessor: Banta & Suttmeier**
- **Planning Board: Joyce & Puorro**
- **Library: Banta & Ostrander**
- **Water & Sewer: O'Connor & Joyce**
- **Court: Banta & Ostrander**

#### **Economic Development:**

- **Eastern Gateway(Rt 23 to Mountain Ave): Banta & Joyce**
- **Historic Hamlet(Mountain Ave to Fountain): Banta & Suttmeier**
- **Western Gateway(Fountain to Rt 23): Puorro & Ostrander**

#### **Zoning:**

- **Next Zoning Draft Review 5/21/12 @ 4:30pm**

#### **Website:**

- **Most recent update is that Planning Board Information has been uploaded to the website.**

- Website remains current with updates, correspondence, and news.

#### **Residential & Commercial Tax Incentives:**

- Several meetings ago, I handed you information for tax incentives that we could offer for Cairo.
- We should consider offering these incentives to stimulate growth and development

#### **Employee Handbook:**

- We are waiting on the Labor Attorney to finalize the handbook as it pertains to our latest amendment.

#### **Ethics Board(last steps):**

- Letter drafted to the members; already notified via phone communication.
- Letter drafted to Martin Mack, Executive Deputy Attorney General responding to original inquiry in January 2012 about the status of the committee.

#### **July 4<sup>th</sup>:**

- Rides and entertainment offered by Osborn with a contribution of up to \$1,000
- Charity soft ball game between the Fire Dept & Police Dept at approximately 4pm
  - o Charities to be selected & communicated to the Town
- Music
- Fireworks

#### **Town Property Forest Management:**

- Update from Dan J. & Robert H.

#### **Employee Meetings Held to date:**

- February 3, 2012
- March 9, 2012
- April 13, 2012
- Next meeting tbd

#### **Ribbon Cutting Ceremony for Library:**

- Schedule for 6/30/12, Saturday at 10am

#### **Memorial Day Parade:**

- May 28, 2012
  - o Town Board will participate

#### **Unsafe Buildings:**

- Main St
- Others

#### **Animal Control Contract:**

- Need to address as per regulations noted in report dated April 18, 2012

#### **Contract with J. Myers Water Services, Inc:**

- Need to address

#### **Letters/Correspondence:**

- Letter to Greene County Council of the Arts
- Letter to Board of Elections

#### **Stewart's Donation:**

- John DiPalma, Stewart's Manager
  - o Susan Law Dake, President-Stewart's Foundation
- See attached Thank you letter

#### **Town Board/Elected Official Pictures:**

- May 23<sup>rd</sup> at 5pm

**Fossil Site:**

- Sent letter via email authorizing test work

**TOWN OF CAIRO**

**May 23, 2012**

**RESOLUTION NO. \_\_\_\_\_**

**“Amend Resolution No. 115-12  
Budget Amendments and Payment of Bills on Abstract #308”**

Councilperson \_\_\_\_\_ offered the following resolution and moved its adoption:

WHEREAS, the Association of Towns voucher #1390 in the amount of \$100.00 was made void thereby decreasing the total for Abstract #308 and decreasing the amount expended from the General fund; therefore be it

RESOLVED, that the total amount expended for Abstract #308 is \$139,345.11 and the total amount expended from the General fund is \$56,398.81.

SECONDED BY COUNCILPERSON \_\_\_\_\_

COUNCILPERSON JOYCE	AYE	NAY
COUNCILPERSON OSTRANDER	AYE	NAY
COUNCILPERSON PUORRO	AYE	NAY
COUNCILPERSON SUTTMEIER	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSENT \_\_\_\_\_ CARRIED \_\_\_\_\_ DEFEATED \_\_\_\_\_

**TOWN OF CAIRO**

**May 9, 2012**

**RESOLUTION NO. \_\_\_\_\_**

**“CDE Electric Inc Change Order #2”**

Councilperson \_\_\_\_\_ offered the following resolution and moved its adoption:

WHEREAS, there was an approved contract in the amount of \$198,740.39 between the Cairo Town Board , Cairo Public Library and contractor CDE Electric, Inc for the Contract for Electrical Work of the new library; and

WHEREAS, the contractor will provide and install specialized display cabinet lighting for four built-in custom display cabinets; provide and install additional power and data outlets; provide CAT6 wiring throughout the building; and

WHEREAS, the Cairo Public Library requested this change to the work to be completed with an additional amount due of \$33,352.13; therefore be it

RESOLVED, that contract change order no.2 for CDE Electric, Inc be approved in the amount of \$33,352.13 for a total contract price of \$232,092.52.

SECONDED BY COUNCILPERSON \_\_\_\_\_

COUNCILPERSON JOYCE	AYE	NAY
COUNCILPERSON OSTRANDER	AYE	NAY
COUNCILPERSON PUORRO	AYE	NAY
COUNCILPERSON SUTTMEIER	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_ CARRIED \_\_\_\_ DEFEATED \_\_\_\_

**TOWN OF CAIRO**

**May 9, 2012**

**RESOLUTION NO. \_\_\_\_\_**

**“Change Order to Extend Substantial Completion Date”**

Councilperson \_\_\_\_\_ offered the following resolution and moved its adoption:

WHEREAS, there was a substantial completion date to complete the Cairo Public Library building no later than April 24, 2012 and it is necessary to extend the substantial completion date 64 days for the following contracts; therefore be it

- Contract 1 William J Keller & Sons Construction Corp.
- Contract 2 Wragg Well Drilling & Pump Service, LLC
- Contract 4 Mazone Plumbing & Heating, Inc
- Contract 5 SRI Fire Sprinkler, LLC
- Contract 6 Mazone Plumbing & Heating Inc
- Contract 7 CDE Electric, Inc
- Contract 8 J S McHugh

RESOLVED, that contract change order no. 1-002, 2-002, 4-001, 5-001, 6-002, 7-003, 8-002, be approved as a no cost change order to extend the substantial completion date to June 27, 2012.

SECONDED BY COUNCILPERSON \_\_\_\_\_

COUNCILPERSON JOYCE	AYE	NAY
COUNCILPERSON OSTRANDER	AYE	NAY
COUNCILPERSON PUORRO	AYE	NAY
COUNCILPERSON SUTTMEIER	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_ CARRIED \_\_\_\_ DEFEATED \_\_\_\_

**TOWN OF CAIRO**

**May 9, 2012**

**RESOLUTION NO. \_\_\_\_\_**

**“Cairo Shared Highway Services”**

RESOLUTION AUTHORIZING THE TOWN OF CAIRO TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH GREENE COUNTY AND OTHER GREENE COUNTY MUNICIPALITIES FOR SHARED HIGHWAY SERVICES

The following resolution was offered for adoption by: Councilmember \_\_\_\_\_ which resolution was seconded by Councilmember \_\_\_\_\_.

WHEREAS, the Town of Cairo, the County of Greene, and other County municipalities have the power and authority to contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, and general labor with other municipalities; and

WHEREAS, the Town of Cairo, the County of Greene, and other County municipalities have the power and authority to borrow or lend materials and supplies and labor to other municipalities; and

WHEREAS, the Town of Cairo, the County of Greene, and other County municipalities have machinery and equipment which is not used during certain periods; and

WHEREAS, the Town of Cairo, the County of Greene, and other municipalities often have materials and supplies on hand which are not immediately needed; and

WHEREAS, this Town Board has determined that it will be in the best interest of the Town to enter into an agreement with the County of Greene and other County municipalities for shared highway services for leasing, lending, exchanging or maintenance of highway equipment and materials and labor, and

NOW THEREFORE, be it

RESOLVED, that this Town Board does hereby authorize the Highway Superintendent to act in behalf of the Town for the leasing, lending, exchanging, borrowing, or maintaining highway equipment and materials and labor with the County of Greene and other County municipalities which have enacted this or a similar resolution, and be it hereby

FURTHER RESOLVED, that this Town Board does hereby authorize the Supervisor to enter into an inter-municipal agreement for shared highway services with the County of Greene and other County municipalities, pursuant to the terms and conditions of said agreement.

COUNCILPERSON JOYCE  
COUNCILPERSON OSTRANDER

AYE            NAY  
AYE            NAY



COUNCILPERSON PUORRO	AYE	NAY
COUNCILPERSON SUTTMEIER	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_ CARRIED \_\_\_\_ DEFEATED \_\_\_\_

**TOWN OF CAIRO**

**May 9, 2012**

**RESOLUTION NO. \_\_\_\_\_**

**“Parks, Buildings, and Grounds Part-time Summer Personnel”**

Councilperson \_\_\_\_\_ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby hire Frank Dropfeld as a part-time laborer for Parks, Buildings, and Grounds Maintenance at a rate of \$11.00 per hour; and be it further

RESOLVED, that the Town Board of the Town of Cairo does hereby hire Edward Lorenz as a part-time laborer for Parks, Buildings and Ground Maintenance at a rate of \$11.00 per hour.

SECONDED BY COUNCILPERSON \_\_\_\_\_

COUNCILPERSON JOYCE	AYE	NAY
COUNCILPERSON OSTRANDER	AYE	NAY
COUNCILPERSON PUORRO	AYE	NAY
COUNCILPERSON SUTTMEIER	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_ CARRIED \_\_\_\_ DEFEATED \_\_\_\_

**TOWN OF CAIRO**

**May 9, 2012**

**RESOLUTION NO. \_\_\_\_\_**

“Acceptance of Education for Planning Board Training Requirement for Daniel Benoit”

Councilperson \_\_\_\_\_ offered the following resolution and moved its adoption:

Whereas, it is necessary for Planning Board members to complete 4 hours of training each year under NY State Law, and

Whereas, it is the discretion of the Town Board to accept training and education from the Planning Board members,

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby accept Daniel Benoit’s Law School Education as fulfillment of his Planning Board training requirement for the Town of Cairo Planning Board.

SECONDED BY COUNCILPERSON \_\_\_\_\_

COUNCILPERSON JOYCE	AYE	NAY
COUNCILPERSON OSTRANDER	AYE	NAY
COUNCILPERSON PUORRO	AYE	NAY
COUNCILPERSON SUTTMEIER	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_ CARRIED \_\_\_\_ DEFEATED \_\_\_\_

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**Subject:** O&M agreement

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**From:** Joseph Myers (jmwater@verizon.net)

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**To:** tedbanta3@yahoo.com;

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**Date:** Monday, April 2, 2012 8:07 AM

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Ted:

The big changes I've made are:

1, that I added a cpi adjustment to the base price  $\$39,240 + 3\% = \$40,417$

This is the first cpi adjustment made in 3 years.

2, dropped the mark-up margin from 20% to 15%. I've got the Town set up with the venders

we need to use and purchasing is done directly between the Town & vender.

3, the labor rate has been increased to meet the Dept. of Labor rules with regards to private contractors doing work with Municipals. All work on the collection system ( pump stations, septic tanks manholes etc...) is outside the scope of this agreement. I do the initial troubleshooting because as principal of J Myers Water ervices, Inc., am not subject to this rule. Any labor I apply above & beyond facility operations, I have to pay my guys Prevailing Wage rates. That is why it is critical to continue to utilize T/O Cairo Highway Dept. for all labor issues. I.E. diging up collapsed latterals or septic tanks for trouble shooting & inspections.

4, The Labor rate has been changed from \$45/hr. to \$75/hr.

Any questions or if you'd like to sit down and discuss please give me a call.

518-528-8842

Thanks

Joe

**IMPORTANT NOTICE:** This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privilege or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

**AGREEMENT**

**between**

**THE TOWN OF CAIRO**

**and**

**J. MYERS WATER SERVICES, INC.**

For the management and Supervision, Operation and Maintenance of the Town of Cairo Waste Water Treatment Facility. The Town of Cairo is located at, 557 Main Street, Cairo, NY 12413.

AND

J. MYERS WATER SERVICES, INC, a domestic Corporation, authorized and existing under the laws of the State of New York, having a place of business at 7974 Route 23A, Hunter, NY 12442.

**WITNESSETH:**

WHEREAS, the parties hereto are desirous of entering into an agreement wherein, J. MYERS WATER SERVICES, INC shall supply Operations and Maintenance services for the Waste Water Treatment Facility owned by the Town of Cairo.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, that the parties hereto shall enter into an agreement for Operations and Maintenance services for the Waste Water Treatment Facility owned by the Town of Cairo, upon the following terms and conditions:

**SCOPE OF WORK AND PERFORMANCE OF SERVICES BY  
J. MYERS WATER SERVICES, INC**

A . J. MYERS WATER SERVICES, INC will provide duly licensed, competent and technical personnel and sufficient labor necessary for the Operation and Maintenance of the Town of Cairo Waste Water Facility as required by the New York State Department of Environmental Conservation (NYSDEC) to operate and maintain the Waste Water Treatment Plant located on Jerome Road, Cairo, NY.

B . J. MYERS WATER SERVICES shall perform, record and implement the appropriate action necessary as derived from visual, sensory and chemical observations taken of critical key elements in each process limit area to determine the presence or absence of plant compliance within the permissible range of quality parameters prescribed by the NYSDEC. If Compliance is not found, such compliance will be obtained, if within the scope of this agreement; if beyond, J. MYERS WATER SERVICES, INC will make recommendations as to those steps necessary to obtain compliance.

C . J. MYERS WATER SERVICES, INC. will obtain authorization for any corrective maintenance from the Town of Cairo designated representative prior to proceeding. The Town of Cairo reserves the right to use its own forces or local contractors for corrective maintenance work.

D , The cost of any corrective maintenance will be negotiated in addition to the terms of this agreement.

E . All applicable provisions of the laws of the Federal Government, the State of New York and/or County of Greene, are deemed to be incorporated in and made part of this agreement.

F . J. MYERS WATER SERVICES, INC shall comply with all applicable provisions of the Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law, and any and all rules and regulations pertaining to the operations and maintenance of Public Waste Water Facilities promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto.

G . J. MYERS WATER SERVICES, INC shall exchange information developed during the course of the work, with such consultants that Town of Cairo may choose to engage as pertinent to the objectives of the agreement and shall work with that of the consultants so as to produce a unified recommended approach to the comprehensive Waste Water treatment planning objectives of Town of Cairo.

H . J. MYERS WATER SERVICES, INC shall submit to Town of Cairo, evaluation and assessment reports on a quarterly basis. Said reports will be prepared to provide Town of Cairo with facility functionality, probable causes for any noncompliance, recommendations and operational data.

I . J. MYERS WATER SERVICES, INC shall conduct its business at the referenced site in a clean and sanitary manner.

J . J. MYERS WATER SERVICES, INC shall provide required routine and periodic maintenance; data accumulation associated reporting and complete operation and maintenance of the Waste Water Treatment Facility to the satisfaction of all involved regulatory agencies.

K . This agreement is based on existing plant equipment and conditions and required operational methods. It is understood that in the event that these items vary significantly, and require additional man-hours, the cost for same shall be negotiated.

L . J. MYERS WATER SERVICES, INC shall be responsible for any and all acts of its agents, servants and/or employees while on the premises of Town of Cairo for the purpose of this agreement and J. MYERS WATER SERVICES, INC shall obtain a general liability insurance policy in the amount of \$1,000,000 (one million) naming the Town of Cairo as an insured and provide the Town of Cairo with a copy of such insurance binder.

M . The Town of Cairo agrees that J. MYERS WATER SERVICES, INC has authority to use its name as a client and a general description of the project, work or services performed as a reference for other prospective clients.

N . J. MYERS WATER SERVICES, INC acknowledges that it is an independent contractor and not the Town of Cairo's employee in connection with the work undertaken by J. MYERS WATER SERVICES, INC in the agreement.

O . With respect to any and all claims by the Town of Cairo, J. MYERS WATER SERVICES, INC agrees to indemnify and save harmless the Town of Cairo and each of its elected or appointed officers, employees and agents from and against any claim, demands, suits, liabilities, losses and expenses incurred by the Town of Cairo which are caused solely by the negligent acts or omissions of J. MYERS WATER SERVICES, INC in the performance of its services under this Agreement; provided, however, that in the event that both the Town of Cairo and J. MYERS WATER SERVICES, INC are determined by a finding of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, Town of Cairo and J. MYERS WATER SERVICES, INC shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by the Town of Cairo as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminants, J. MYERS WATER SERVICES, INC obligations to the Town of Cairo for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is not required by, or not executed in accordance with, local, state or federal law, rule or regulation; and (ii) unless such loss, damage, injury or claim results from the gross negligence or willful misconduct of J. MYERS WATER SERVICES, INC

J. MYERS WATER SERVICES, INC liability to the Town of Cairo for any loss, damage, injury, claim or expense of any kind or nature caused directly or indirectly by the performance or nonperformance by J. MYERS WATER SERVICES, INC of its obligations pursuant to this Agreement shall be limited to redress under the provisions of law.

The Town of Cairo shall indemnify, defend and hold harmless J. MYERS WATER SERVICES, INC its directors, officers, employees and agents from and against any damages suffered by J. MYERS WATER SERVICES, INC and from and against any and all claims, by persons or legal entities under local, state or federal laws arising as a result of the Town of Cairo's (i) negligence and/or misconduct; (ii) breach of this Agreement; (iii) failure to comply with applicable laws and regulations; and/or (iv) failure to prevent the discharge of abnormal or biologically toxic material into the Town of Cairo's Waste Water system.



P . This contract may be assigned by J. MYERS WATER SERVICES, INC with prior approval by Town of Cairo, which approval shall not be unreasonably withheld or delayed.

Q . J. MYERS WATER SERVICES, INC shall perform minor maintenance of equipment: checking oil levels, changing oils, greasing bearings, cleaning equipment, as prescribed by manufacturer's manuals.

R . Minor maintenance includes, but is not limited to the following:

- Cleaning chemical feed pumps
- Continue the preventative maintenance program
- Manage and track repair parts inventory

S . J. MYERS WATER SERVICES, INC shall provide a twenty-four (24) hour, seven (7) day per week emergency call service. All emergency repairs will be billed as per man-hour rates listed in this agreement.

T . J. MYERS WATER SERVICES, INC will administer all emergency repairs, and expendable supplies on a dollar for dollar basis plus a twenty (15%) allocation towards overhead and profit reimbursement from the Town of Cairo. The expenditure for emergency repairs shall not exceed \$500 per emergency without approval of the Town of Cairo representative.

**SERVICES TO BE FURNISHED BY  
The Town of Cairo**

- A . The Town of Cairo shall provide adequate fire protection, security lock-up systems, and intruder prevention safeguards.
- B . Any requirements, taxes, fiscal assessments, or any form of charges by local, county, state or federal authorities shall be the sole responsibility of the Town of Cairo.
- C . The responsibility for ensuring safe, accessible entry and exit to the work site for the passage of J. MYERS WATER SERVICES, INC personnel and vehicles shall be executed by the Town of Cairo.
- D . Any accounting, engineering and legal fees will be the responsibility of the Town of Cairo.
- E . This Agreement contains the entire understanding between the Parties and supersedes all previous Agreements between them, whether oral or in writing. This Agreement applies to and binds the Parties, Heirs, Executors, administrators, Successors, and Assigns. The Agreement cannot be modified or terminated except in accordance with its terms or by a writing signed by the parties.
- F . The Town of Cairo shall be responsible for all utility costs related to the O&M of the Waste Water system.
- G . The Town of Cairo shall be responsible for the cost of required monitoring laboratory samples.
- H . The Town of Cairo is responsible for the cost of all chemicals, paints, oils and greases.
- I . All capital expenditures shall be the responsibility of the Town of Cairo.
- J . The cost of any major maintenance or overhauls by technical professionals on the equipment will be borne by the Town of Cairo. Major maintenance includes, but is not limited to: pulling, cleaning and or replacing pumps, booster pumps, valves, any work on the distribution system or collection system, flow meter repairs, specialized electrical work, and work that is not routine.

**TERM OF THIS AGREEMENT**

This Agreement will commence on May 1, 2012, and will continue for a period of three (3) years thereafter.

**TERMINATION OF AGREEMENT**

Either party hereto may terminate this Agreement without cause on ninety (90) days prior notice in writing to the other party. Such notice shall be sent registered or certified mail, return receipt requested, to the address above noted or may be hand delivered. If hand delivered, the notice shall be effective as of the date of delivery, if mailed on dated of posting.

**THE COST OF SERVICES PROVIDED BY  
J. MYERS WATER SERVICES, INC**

A . The cost to the Town of Cairo for the management, supervision, operation and maintenance services as described herein to be provided by J. MYERS WATER SERVICES, INC shall be \$40,417 per year.

B . The cost of services shall be paid monthly, in equal installments, payable at the first of each month.

C . The amount of J. MYERS WATER SERVICES, INC compensation shall be increased annually on each and every anniversary of the Commencement Date in a direct proportion to any increase in the most recently published U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for Urban and Clerical Wage Earners national average. CPI plus 1%. This increase shall not exceed eight percent (8%) per year.

D . Additional man-hours exceeding the terms of this agreement will be billed at:

OPERATOR \$45.00 PER HOUR

LABORER \$75.00 PER HOUR  
(Laborers are paid Prevailing Wage with accordance to “Article 8 Prevailing Wage Schedules/Updates for 07/01/2011- 06/30/2012”. Payroll is certified.)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their  
duly authorized representatives on  
The \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**J. MYERS WATER SERVICES, INC**

---

**BY: Joseph E. Myers, Principal**

---

**DATE:**

**TOWN OF CAIRO**

---

**BY: Ted Banta, Supervisor**

---

**DATE:**

## **AGREEMENT**

**This Agreement**, entered into this        day of April, 2012, by and between the Town of Cairo, New York (the “Town”), a municipal corporation organized and existing under the laws of the State of New York with offices at 512 Main Street Cairo, New York 12413 and Flora and Fauna, (the “Contractor”), with offices at P.O. Box 100 Cairo, New York 12413

**Witnesseth**, that the Town and the contractor, for the consideration hereinafter named, agree as follows:

### Article 1.        **Work to be Done and Consideration Therefore**

This agreement is enacted pursuant to the provisions of Article 7 and 26 of the Agriculture and Market Laws and in accordance with the Dog Control Law of the Town of Cairo, including any amendments thereto. The Contractor shall provide all required food, shelter, and water as required under such laws. Contractor shall provide adequate personnel to maintain and care for the animals being sheltered and such animals shall not be left unattended for a period in excess of 16 hours.

The Contractor shall furnish shelter, food, and water for every animal in their care until they are either redeemed, adopted, or euthanized pursuant to the provisions of section 118 of the Agriculture and Market Laws of the State of New York for the sum of \$500.00 ( Five Hundred Dollars) per month, in consideration therefore.

The [parties acknowledge that the Town has constructed and added improvements, equipment, and other items to the Contractors real property to assist in the completion of the duties herein. In the event that this contract is not renewed or it is terminated for any reason by either party, The Town shall notify the Contractor in writing or by telephonic means to advise of the terminated agreement and both parties will agree to a date and time to remove all Town of Cairo said shelter property from the Flora and Fauna location, including but not limited to a 8X12 shelter shed and all add on construction, fencing, dog enclosures, heating units, propane equipment, water tank, and any and all other accessories utilized to care for sheltered animals.

In the event the Town Clerk shall appoint the Contractor to issue dog licenses on behalf of the Town, The Contractor shall abide by all the rules and regulations and statues of the Town and State of New York in fulfilling such duties. The Contractor shall forward all paperwork and fees generated in connection with the issuance of dog licenses on the third Monday within the month of the creation thereof. Upon such appointment, the Town clerk shall cause the Contractor to be included on the bond required by the State of New York for the purpose of insuring the proper issuance of such licenses.

The Chief of Police of the Town shall be the department head in relation to Dog Control and the Contractor shall report directly to the Chief of Police. The Chief shall review all expenditures of the Contractor prior to the completion of any purchases or incurring of costs. All bills received by the Contractor shall be provided to the Chief

within 30 days of the receipt thereof by the Contractor. Vouchers will be paid when the appropriate vouchers are submitted for payment by the Contractor to the Chief of Police.

Any police agency acting, as Dog Control Officer shall be responsible for the transportation of seized animals within the Town of Cairo. DCO will be responsible to transport said animals to the shelter, veterinarian clinic, Columbia-Green Humane Society Shelter for housing or further processing. The DCO shall upon transfer of said animal to said facility will complete and submit the Agriculture and Market Form DL 18 to the housing authority.

Article 2:      **Term**

The term of this contract shall be for a period of one year, running from January 1<sup>st</sup>, 2012 to December 31<sup>st</sup>, 2012.

Article 3:      **Contractors Insurance**

The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(A) General Liability, Property Damage Insurance

The Contractor shall take out and maintain during the life of this contract 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 occur or arise from operations under this contract as follows:

General liability insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount up to \$1,000,000.00 on account of any one occurrence

Property damage insurance in an amount of not less than \$300,000.00 for damage on account of all occurrences.

The Contractor shall furnish the above insurances to the Town and shall also name the Town as an additional insured in said policies.

(B) Any accident shall be reported to the Chief of Police and or the Supervisors Office within the next business day or as soon as possible and not later than twenty-four (24) hours from the time of the accident. A detailed written

report must be submitted to the Chief and the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

Article 4:      **Permits and Regulations**

The Contractor shall procure and pay for all permits and licenses necessary for the service to be rendered hereunder.

Article 5:      **Indemnity and Save Harmless Agreement**

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 6:      **No Assignment**

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 the Agreement, or its power to execute this Agreement, to another person or corporation without the previous consent in writing of the Town.

Article 7:      **Authority for Execution on Behalf of the Town**

The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Cairo at a meeting thereof held on this 25<sup>th</sup> day of April, 2012, Ted Banta, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Cairo.

**Article 8: Notices**

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

To Town: Town of Cairo, 512 Main Street, Cairo, New York 12413

To Contractor: Flora and Fauna Friends of the Earth, P. O. Box 100,  
Cairo New York 12413

**Article 9: Waiver**

No waiver of any breach of any condition of the 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 or 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 10: Modification**

This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Cairo Has Caused its corporate seal to be affixed hereto and these presents to be signed by Ted Banta, Supervisor, duly authorized to do so, and to be attested to by Cairo Town Clerk, and the Contractor has caused its corporate seal to be affixed hereto and these presents to be signed by its president or other authorized officer, agent or representative, the day and year first above written.

\_\_\_\_\_  
Ted Banta, Supervisor

\_\_\_\_\_  
Flora and Fauna  
Sondra Muller, President

State of New York)  
County of Greene) ss:

On the     day of April in the year of 2012 before me came, the undersigned, a Notary Republic in and for the satisfactory evidence to the individual whose name is subscribed to the written instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument , the individual , or the person upon behalf of which the individual acted, executed the instrument

\_\_\_\_\_  
Notary Republic





512 Main St., PO Box 728  
Cairo, NY 12413

**Town Supervisor** (518) 622-2060  
**Town Clerk** (518) 622-3120  
**Bookkeeper** (518) 622-3366  
**Tax Collector** (518) 622-9218  
**Building Dept.** (518) 622-9894  
**Water & Sewer** (518) 622-0052  
**Tax Assessor** (518) 622-8545  
**Court Clerk** (518) 622-3388  
**Cairo Police** (518) 622-2324  
**Ambulance Billing** (518) 622-2786  
**Highway Department** (518) 622-9515

www.townofcairo.com  
supervisor@townofcairo.com

May 9, 2012

Example letter to Board of Ethics Review Members

Dear:

Thank you for volunteering to serve the Town of Cairo on the Board of Ethics Review. For information about the committee, members, terms, etc. please go to our website at [www.townofcairo.com](http://www.townofcairo.com), click on Boards & Committees, and then click on Board of Ethics Review. You'll find a chart of the members and their terms, the Code of Ethics adopted in 1979, the Ethics Policy adopted in the recent past (we have not determined when it was adopted but the attorney for the town indicates that it was adopted some time approximately 2 to 3 years ago), and the minutes forming the Board of Ethics Review.

Donald Gibson Sr. has been appointed the Chairperson for the committee. He can be contacted at...

If you have any questions don't hesitate to contact Linda Kuever, my supervisor clerk, or myself.

Best regards,

Ted Banta  
Supervisor



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Cairo, NY 12413

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www.townofcairo.com  
supervisor@townofcairo.com

May 9, 2012

To: Martin Mack, Executive Deputy Attorney General  
Department: Division of Regional Affairs  
From: Ted Banta, Town Supervisor for the Town of Cairo  
Re: Acknowledgment of & Response to Letter Dated January 2012

Dear Mr. Mack:

I received your letter-which is enclosed-dated January 2012 inquiring about the status of the Town of Cairo's adoption of a Code of Ethics and the establishment of an Ethics Board. Please pardon the delayed response but as a newly elected Town Supervisor there was research required as there was confusion & misinformation about the formation of the Town's Board of Ethics Review.

Enclosed you will find the Code of Ethics that was adopted in April of 1979 and an Ethics Policy. The Code of Ethics was adopted on April 4, 1979, and acknowledged on April 16, 1979 by the State Comptroller Edward Regan. The Town Board engaged in a series of events and decisions to form the Board of Ethics Review: on July 21, 2010, the Town Board formed a Board of Ethics Review naming 5 members, Resolution 149-10. On November 3, 2011, the Town Board appointed a member to the Ethics Committee. On February 22, 2012, the Town Board re-confirmed/re-appointed 4 members to the Board of Ethics Review, Resolution 67-12. On March 28, 2012, the Town Board filled the fifth position on the Board of Ethics Review, Resolution 85-12.

Copies of these minutes and additional minutes detailing events and decisions forming the Board of Ethics Review, the Code of Ethics(1979), the Ethics Policy, and a Chart of the Members-their terms and applicable positions are available online at [www.townofcairo.com](http://www.townofcairo.com). Go to Boards & Committees and click on Board of Ethics Review. If you have any questions or comments please don't hesitate to contact me.

Best regards,

Ted Banta  
Supervisor



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[www.townofcairo.com](http://www.townofcairo.com)  
[supervisor@townofcairo.com](mailto:supervisor@townofcairo.com)

May 9, 2012

To: John DiPalma, Manager of Stewart's in Cairo  
To: Susan Law Dake, President of the Stewart's Foundation  
PO Box 435  
Saratoga Springs, NY 12866

Dear Mr. DiPalma & Ms. Drake:

On behalf of the Town Board of Cairo and the Town of Cairo, I sincerely and gratefully thank you for your contribution to the Town for Angelo Canna Town Park-in the amount of \$500 towards a swing set. It is the Town Board's intention with the direction and assistance of the Park Task Force to improve and beautify our beloved Town Park. It is also our intention to make the Town Park a "destination location".

With much gratitude, thank you for your generous contribution.

Best regards,

Ted Banta  
Supervisor



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Cairo, NY 12413

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[supervisor@townofcairo.com](mailto:supervisor@townofcairo.com)

May 9, 2012

Greene County Board of Elections  
411 Main St, Suite 437  
Catskill, NY 12414

Dear Commissioners Bogardus & Burke:

In response to your letter dated April 13, 2012 regarding the use of the new Cairo Public Library as a polling site for Primaries and General Elections, the Town Board with the consent of the Library Board of Trustees would like to discuss further the use of the new site. Please contact me via email or phone to schedule a time convenient for you both to meet and move the matter forward.

Best regards,

Ted Banta  
Supervisor



512 Main St., PO Box 728  
Cairo, NY 12413

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[www.townofcairo.com](http://www.townofcairo.com)  
[supervisor@townofcairo.com](mailto:supervisor@townofcairo.com)

May 9, 2012

Greene County Council on the Arts  
Sprouts Director-Ruth Leonard  
398 Main Street  
Catskill, NY 12414

Dear Ms. Leonard:

In response to your letter dated April 14, 2012 requesting a donation for the Sprouts program, please find enclosed a donation in the amount of \$350 from the Town of Cairo as last year the Town Board allocated the funds for a donation. We wish you continued success with the program.

Best regards,

Ted Banta  
Supervisor

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**Subject:** Re: Update – Proposed Cairo Youth Soccer Fields

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**From:** Elizabeth b Brinckerhoff (charlib@mhccable.com)

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**To:** donaldg@tbogc.com;

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**Cc:** tedbanta3@yahoo.com;

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**Date:** Monday, March 19, 2012 9:41 AM

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Hi Don,

Good Morning!

Thanks for the information. I'll talk to Ted.

Have a wonderful day.

Elizabeth

On Mar 19, 2012, at 8:25 AM, Donald E. Gibson wrote:

Bill,

As per our conversation, attached is the information on the proposed Cairo Youth Soccer Field.

As you know we worked on this project for two years (2008 & 2009) with the Town and County in hopes of getting a park grant. See attached budget, the total cost was estimated @ \$195,000 and we needed approximately \$60,000 to finalize.

We had submitted and hoped for a park grant, however, it was not received from the state due the states poor financial condition. The project has been on hold for the last two years.

We did not want to start a project that we did not have the resources to finalize.

If the county is ready to move forward with the joint parking lot (to be shared by the Emergency Services Building & Cairo Youth Soccer Field) that would give us another step forward.

From our conversations with Gary Harvey two years ago, when the Greene County Highway Department starts working on the parking lot, that would be the time for them to install the drainage.

As Gary put it; "Once the County has deployed all of their personnel and has their equipment in place for the parking lot, it would be the ideal time to work on the drainage."

Can you please ask Gary about installing the drainage? Please let me know if I should follow up, or if I can be of assistance?

One note, our time window is starting to close; the Town's lease was for ten years with Greene County (see attached) from 2006 – 2016.

As per our conversations and strategy, once we install a Cairo Youth Soccer Field, the six acres that adjoin the Cairo Town Park will be part of the park forever. We all agree the County, politically, will never take back the property from the youth.

However, if nothing is done with the property by 2016, the County may very well take back the property and use it for a future building?

I have copied both Ted Banta and Elizabeth Brinkerhoff on this e-mail to bring them both up to date. I do not have Harry Lennon's e-mail; could you please forward Harry a copy.

Ted & Elizabeth,

I know you are both doing great work and working hard to improve the Town Park. Should you have any ideas going forward can you please let me know.

Still hoping someday we can move this project forward.

Thank you,

Don

**Donald E. Gibson**

President, Chief Executive Officer and Director

The Bank of Greene County

(518) 943-2600 ext. 2001

[donaldg@tbogc.com](mailto:donaldg@tbogc.com)

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**Donald E. Gibson**

President, Chief Executive Officer and Director

The Bank of Greene County

Telephone: (518) 943-2600 ext. 2001

[donaldg@tbogc.com](mailto:donaldg@tbogc.com)

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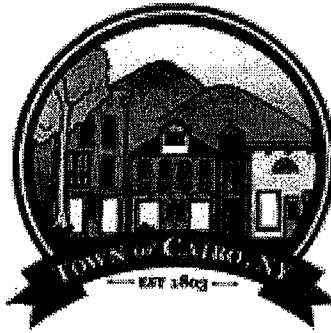
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Soccer Field 4.pdf><Cairo Soccer Field 4-aerial.pdf><Cairo Soccer Field.Land

Lease.pdf><Cairo.Soccer.Complex.Budget.xls><Cairo Soccer Field.Town

Approval.pdf><Cairo Soccer.pdf>



**TOWN OF CAIRO  
BUILDING AND CODE ENFORCEMENT  
16 RAILROAD AVE., P.O. BOX 728  
CAIRO, NEW YORK 12413  
PHONE (518) 622-9894 / FAX (518) 622-3217**

**REPORT AND FINDINGS**

Date: May 1, 2012

Property Location:  
County Route 85, Tax Map # 84.17-1-1

Unsafe Structures on premises:

- (1) 1 ½ story wood framed single family dwelling 21'x54'
- (2) 2 car garage 20'x24'

Findings:

**(1) Single Family Dwelling:**

Most insulation and sheetrock have been removed to expose interior framing. Sections of the roof both front and rear are in need of repair. This structure has a full basement at the rear section of the house and a block crawl space at the front section of the house. Both foundations appear to be structurally acceptable.

**Recommendations:**

Although this structure is unsightly and has some structural damage it is not beyond rebuilding. It appears that this process had been started some time ago and never finished. At this time the structure is not in danger of collapsing. It is my recommendation that all windows and entries need to be boarded up to completely secure the structure from outside accessibility.

*Leop*



**(2) Garage:**

This is a two car garage 20' x 24' located at the rear of the Single Family Dwelling. This structure has sub stained major roof collapse internally.

**Recommendations:**

It is my recommendation that this structure be demolished.

Richard Hilgendorff  
Town of Cairo  
Building Inspector