



TOWN OF CAIRO

GENERAL/REGULAR MEETING AGENDA

October 9, 2013 @ 4:00PM

Location: Town Hall, Cairo

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: September 25, 2013 & Public Hearing Minutes September 25, 2013

Reports: Police & Sewer-Joe Myers

Work Sessions with Departments as applicable: Code Enforcement

Appointments & Resolutions

Unfinished Business:

- **Performance Evaluation**
- **Clean up Day**
- **Zoning**
- **Animal Control**
- **Terrace Manor LLC**

New Business:

- **Well Drilling Contract**
- **Certificate of Completion Sewer Work**
- **Bullying Awareness Month October 2013**
- **Hannaford Grand Opening October 19th @ 7am**
- **Public Hearing for Preliminary Budget November 6th**
- **Technology & Wifi**
- **Moratoriums: Junk Yard & Resort**

Correspondence

Adjournment



Minutes

Town of Cairo Town Board Meeting

Location: Town Hall Meeting Room @ 7:00 PM

September 25, 2013

The Town Board of the Town of Cairo met for a board meeting on Wednesday, September 25, 2013 at the Town Hall, Main Street, Cairo, New York.

Supervisor Banta called the meeting to order at 7:15 PM and then asked the attendees to Pledge Allegiance to the flag. Councilperson Ostrander, Councilperson Joyce, Councilperson Suttmeier were present. Councilperson Puorro was absent.

There was a presentation by John Wolham with the Office of Real Property Tax to give an overview of the Basic Star re-registration this year. After the presentation, he met with people in the hallway and helped them sign up for the basic star program.

The minutes from the September 11, 2013 Board Meeting was accepted by Councilperson Ostrander and seconded by Councilperson Suttmeier.

Supervisor Banta went over the Department Reports.

Dare Day will be held on Saturday, September 28, 2013 from 10 AM – 4 PM at the Cairo Town Park.

Resolution No. 210 -13 “Receipt of Monthly Supervisor’s Report” offered by Councilperson Suttmeier and seconded by Councilperson Joyce.

WHEREAS, it has been recommended by the NYS Comptroller's Office in the Town of Cairo report of Examination 2008M-175, that the Supervisor should present a Monthly Report to the Board Members consisting of cash receipts, cash disbursements, and a budget versus actual report for expenses and revenues, and it be documented in the minutes; therefore, be it

RESOLVED, that the Town Board Members accept the monthly Supervisor's Report for August, 2013.

All members in favor-carried

Resolution No. 211-13 "Accepting Sewer Billings" offered by Councilperson Ostrander and seconded by Councilperson Joyce.

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

RESOLVED, that the Town Board accepts the EDU Billings as presented from the Water Clerk in the amount of \$109,700.00 dated September 2, 2013.

All members in favor-carried

Resolution No. 213-13 "Accepting Sewer Billings" offered by Councilperson Suttmeier and seconded by Councilperson Ostrander.

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

RESOLVED, that the Town Board accepts the Sewer Penalties as presented from the Water Clerk in the amount of \$2,917.87 dated September 12, 2013.

All members in favor-carried

Resolution No. 214-13 "Water Meter Reader" offered by Councilperson Joyce and seconded by Councilperson Ostrander.

Be it resolved, that the Town Board of the Town of Cairo does hereby authorize Albert Gasparini to read the water meters for the rate of \$10.00 per hour retroactive to September 19, 2013.

All members in favor-carried

Resolution No. 215-13

“Building & Code Enforcement Conference

Travel October 2013” offered by Councilperson Suttmeier and seconded by Councilperson Ostrander:

Whereas, the Building Inspector & Code Enforcement Officer have to participate in annual training to maintain applicable certifications and the State mandated 24 hours of educational training; therefore,

Be it resolved, that the Town Board of the Town of Cairo does hereby authorize the Building Inspector & Code Enforcement Officer to attend the Capital District Educational Conference in Albany on October 22nd to 23rd. The Town Board approves 2 nights and 2 days for the conference. Mileage and travel expenses will be reimbursed according to the Town’s Travel Policy. Vouchers and receipts must be submitted to receive reimbursement.

All members in favor-carried

Resolution No. 216 -13

“Building & Code Enforcement Conference

Travel October 2013” offered by Councilperson Suttmeier and seconded by Councilperson Ostrander:

Whereas, the Building Inspector & Code Enforcement Officer have to participate in annual training to maintain applicable certifications and the State mandated 24 hours of educational training; therefore,

Be it resolved, that the Town Board of the Town of Cairo does hereby authorize the Building Inspector & Code Enforcement Officer to attend the Tri-County NYSBOC Conference in Kauneonga Lane on December 5th to 6th. The Town Board approves 2 nights and 2 days for the conference. Mileage and travel expenses will be reimbursed according to the Town’s Travel Policy. Vouchers and receipts must be submitted to receive reimbursement.

All members in favor-carried

Resolution No. 217 -13

Climate Smart Communities Pledge” offered

by Councilperson Ostrander and seconded by Councilperson Joyce:

WHEREAS, the Town Board of the Town of Cairo believes that climate change poses a real and increasing threat to our local and global environments which is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

BE IT RESOLVED that Town Board of the Town of Cairo, in order to reduce greenhouse gas emissions and adapt to a changing climate will:

1. Pledge to Combat Climate Change by Becoming a Climate Smart Community

Set goals to reduce GHG emissions and adapt to predicted climatic changes. Establish a task force of local officials and community members to review the issues and propose a plan of action. Designate a point person who will oversee climate change initiatives and publicly report on progress. Work cooperatively with similar task forces in neighboring communities to ensure that efforts complement and reinforce one another. As an official signal of commitment and for access to technical resources, sign on to a widespread climate campaign such as ICLEI Local Governments for Sustainability - Climate Protection campaign.

2. Set Goals, Inventory Emissions, Move to Action

Gather data, inventory GHG gas emissions, and establish baselines for local government operations and community sectors. Develop quantifiable interim GHG emission targets consistent with emission reduction goals and propose a schedule and financing strategy to meet them. Encourage stakeholder and public input and develop an action plan. Report emissions to The Climate Registry (TCR), which has developed a standardized method for reporting emissions inventories; use ICLEI and TCR's tools to track and evaluate progress.

3. Decrease Energy Demand for Local Government Operations

Adopt a goal of reducing electricity use by 15 percent from projected levels no later than 2015.

Existing Public Facilities. Inventory current building electricity usage and identify opportunities for conservation and efficiency retrofits. Obtain energy assessments from the New York State Energy Research and Development Authority (NYSERDA), the New York Power Authority, the Long Island Power Authority or other professionals. Consider actions such as purchasing energy efficient equipment and appliances, such as ENERGY STAR®; improving lighting, heating, and

cooling efficiency; setting thermostats for maximum energy conservation; decreasing plug load from office equipment; and increasing pump efficiency in water and wastewater systems.

New Public Buildings. Achieve at least minimum U.S. Green Building Council Leadership in Energy and Environmental Design standards (LEED Silver) for all new local government buildings. Infrastructure. Incorporate energy efficient technologies and operations and maintenance practices into municipal street lighting, traffic signals, and water and wastewater treatment facilities.

Vehicle Fleet and Commuting. Improve the average fuel efficiency of local government fleet vehicles. Discourage vehicle idling and encourage bicycling, car-pooling and public transit for employees. Consider reducing the number of vehicles; converting fleet vehicles to sustainable alternative fuels; and using electric vehicles where possible.

4. Encourage Renewable Energy for Local Government Operations

Supply as much of the local government's power, heat and hot water needs as possible from solar, wind, and small hydro through purchase or direct generation.

5. Realize Benefits of Recycling and Other Climate Smart Solid Waste Management Practices

Expand the "reduce, reuse and recycle" approach to waste management in local government operations and in the whole community. Reduce the amount of solid waste generated -- promote backyard composting, implement volume-based pricing and educate residents on how to prevent waste. Promote reuse by organizing community-wide yard sales, and providing a space for drop-off or trade of reusable goods. Provide recycling receptacles in local government buildings and outdoor spaces, require duplex printing in government offices, compost food scraps and green waste, and adopt a comprehensive green purchasing program.

6. Promote Climate Protection through Community Land Use Planning

Combat climate change by encouraging low-emissions development that is resilient to climatic changes. When updating land use policies, building codes or community plans, include provisions to combat climate change; reduce sprawl; preserve and protect open space, biodiversity, and water supplies; promote compact, transit-oriented, bikeable and walkable communities; promote infill development; minimize new development in floodplains; maintain or establish healthy community forests; and promote best forest management practices and encourage tree planting, especially along waterways, to increase shading and to absorb carbon dioxide.

7. Plan for Adaptation to Unavoidable Climate Change

Evaluate risks from unavoidable climate change, set adaptation goals and plan for adaptation. Identify climate change impacts (such as flooding, drought, and extreme temperatures) that could affect the community. Identify areas such as water supply and sewer infrastructure that may be at risk due to sea-level rise and future changes in climate. Factor risks into long-term investments and decision-making. Execute climate change adaptation and preparedness measures through local government planning, development and operations, giving priority to the highest risk areas.

8. Support a Green Innovation Economy

Identify opportunities to incorporate climate protection, sustainability and environmental goods and service industries into economic development plans. Encourage workforce development training and school curricula that support the emerging green collar job sector, including renewable energy and energy efficiency, as well as climate smart solid waste management practices. Procure climate smart goods and services for local government operations and support modernizing of local and national electricity grids.

9. Inform and Inspire the Public

Lead by example. Highlight local government commitment to reducing energy use, saving tax dollars, and adapting to changing conditions. Demonstrate the benefits of energy savings, energy efficiency, and renewable energy projects by hosting open houses; distributing fliers; holding local meetings; working with school districts, colleges, and universities to develop climate change curricula and programs; engaging faith-based communities in climate protection; and regularly communicating community climate protection goals and progress to constituents.

10. Commit to an Evolving Process

Acknowledge that research and policy on climate protection are constantly improving and evolving. Be willing to consider new ideas and commit to update plans and policies as needed. Compare successes, cooperate and collaborate with neighboring communities to redirect less-effective actions and amplify positive results.

Resolution No. 218 -13

“Approve Well Drilling” offered by Supervisor

Banta and seconded by Councilperson Ostrander.

Be it resolved, that the Town Board of the Town of Cairo does hereby approve well drilling bids at \$9,900 - \$14,000 from Smith Well Drilling. Recommendation for 1 - 3 wells for an aggregate of the 3.

All members in favor-carried

Resolution No. 219 -13

“Budget Amendments and Payments of Bills on

Abstract #317” offered by Councilperson Ostrander and seconded by Councilperson Joyce.

WHEREAS, the 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-1990.4	Contingent	-116.29
To	A-1010.4	Legislative-Contractual	+116.29
From	A-1990.4	Contingent	-15,680.42
To	A-1420.4	Law	+15,680.42
From	A-1990.4	Contingent	-1,452.28
To	A-5182.4	Street Lighting-Contractual	+1,452.28
From	DA-5120.4	Maint. of Bridges-Contractual	-710.94
To	DA-5130.4	Machinery-Contractual	+710.94
From	SS-8120.4	Sanitary Sewers-Contractual	-40.55
To	SS-8110.451	Sewer Admin-Contractual	+40.55

And be it further RESOLVED, the Town Board does hereby authorize that Abstract #317, consisting of 2013 Vouchers #2165 through #2267 in the amount of \$529,044.54 is approved for payment.

The total amount to be paid from the:

General Fund -	\$42,995.41	Street Lighting -	
Highway Fund -	\$437,331.39	Sewer Fund -	\$5,061.45
Cap. Water Fund -		Water Fund -	\$416.69
Cap. Sewer Fund -	\$42,645.50	Trust & Agency -	\$594.10
Hydrant Fund -			

Resolution No. 220-13 “Board to Move into Executive Session” offered by Councilperson Suttmeier and Seconded by Councilperson Joyce:

BE IT RESOLVED, Town Board of the Town of Cairo does hereby move into Executive Session at 8:20 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.

All members in favor - motion carried.

Resolution No. 221-13 “Board to exit Executive Session” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit the Executive Session at 8:55 PM.

All members in favor - motion carried.

A motion was made by Councilperson Ostrander and seconded by Councilperson Joyce to adjourn the meeting at 8:55 PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk



Minutes

Town of Cairo

Public Hearing on Zoning

Location: Town Hall Meeting Room @ 5:00 PM

September 25, 2013

The Town Board of the Town of Cairo met for a board meeting on Wednesday, September 25, 2013 at the Town Hall, Main Street, Cairo, New York.

Supervisor Banta called the meeting to order at 5:13 PM and then asked the attendees to Pledge Allegiance to the flag. Councilperson Ostrander, Councilperson Joyce, Councilperson Suttmeier were present. Councilperson Puorro was absent.

The Public Hearing is held pursuant to Section 266 of the NY state Town Law for the enactment of a local law implementing the Town of Cairo's first Zoning Law.

John F. Lyons, Moderator, went over the procedure of the Public Hearing.

A Stenographer took down all the comments of the meeting.

Attorney for the Town Tal Rappleyea went over the SEQRA Long Form and recommended the Town Board pass page 1 of the Full Environmental Assessment Form.

Resolution No. 208 -13 "No Negative Impact Determination" offered by Supervisor Banta and seconded by Councilperson Ostrander:

Be it resolved, that the Town Board of the Town of Cairo does hereby determine there is no negative impact with the enactment of the Town of Cairo first zoning law.

All members in favor - carried.

Members of the public were invited to the podium to give her opinion and suggestions up to five minutes.

Resolution No. 209-13 “Reconfirm Negative Impact Determination” offered by Supervisor Banta and seconded by Councilperson Ostrander:

Be it resolved, that the Town Board of the Town of Cairo does hereby reconfirm there is no negative impact with the enactment of the Town of Cairo first zoning law.

All members in favor - carried.

Supervisor Ted Banta instructed the public to fill out the feedback forms and return to the supervisor’s office.

A motion was made by Councilperson Suttmeier and seconded by Councilperson Joyce to close the public hearing at 6:25 PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk

Cairo Police Department
Town Hall
P.O. Box 728
Cairo, New York 12413

Phones (518)-622-2324
Fax (518)-622-8418

e-mail cairopd@mhccable.com
Cell (518) -965-1180

September 25, 2013

From: Sergeant Richard A. Busch #110
Town of Cairo Police Department

To: Ted Banta, Supervisor
Town Board Members

Re: Report of Activities – Month of August 28, 2013 Thru September 24th, 2013

(A)	Patrol Mileage: Patrol	574-	870
	Vehicle	575-	408
		576-	1735
		577-	65
		578-	13

Total Miles 3091

(B)	Criminal Incidents	27
	Non-Criminal	122 With Numerous Violations
	Unclassified	0
	Dog / Animal Complaints	18
	Code Violations	0

Total Complaints 167

(C)	Accident Investigations	8	Total
(D)	Parking Summons	0	Issued
(E)	Arrests	7	With 16 Charges and 10 being Felony-Drug
(F)	Vehicle & Traffic	11	Traffic Summons issued



J MYERS WATER SERVICE, INC.

7974 Main Street, PO Box 214
Hunter, New York 12442

September 25, 2013

Ted Banta, Supervisor
Town of Cairo
PO Box 728
Cairo, New York 12413

Re: Sewer Dept. Monthly Report for August, 2013

The following report cover's facility operations of the Waste Water Treatment Plant (WWTP) and collection system servicing the Town of Cairo.

WWTP

Flow, monthly average:

August E31,000gpd

Biosolids:

August 4000 gals. WWTP Sludge

Compliance:

Compliance was met for the month of August.

Comments:

The new filters went on-line on 7/22/09 and are performing well.

We're having problems with the Cumberland Farm's pump station. Emmon's Pump& Equipment are working on the "Tripping" issue. This has been an issue from start-up that needs to be resolved. Emmon's, has installed some new electronics at the beginning of August and we haven't experienced tripping since.

Contractor is almost done with the WWTP upgrades. There is a problem with air distribution in the SBR units. Engineers and Sanitare are working on the problem.

The NYSDEC is coming to inspect upgrades at the wwtp on Oct 3rd.

Collection System

PS-1, Cumberland Farms

All conditions normal. New pump station in operation.

PS-2, Schindler's Garage

All conditions normal.

PS-3, Snyder La

All conditions normal

Generator off line for repairs from Hurricane Irene (8/2011). FEMA has approved mitigation funds and repair/replacement funds.

PS-4, 23 over-pass

All conditions normal.

PS-5, Cairo Collision

All conditions normal.

PS-6, Jerome Rd

All conditions normal.

PS-7, Dunkin Donuts

All conditions normal

PS-8, McDonalds

All conditions normal.

Septic Tank(s)

36 Jones, Cut clean out pipe 4" lower and reset riser.

455 Main, Replaced 1 lid.

615 Main, Replaced 1 rise and lid assembly.

Hunter Environmental is checking their pump out records. We have met the 125 tank pump out

Please call me with any concerns or questions,

Joe Myers, cell 528-8842

TOWN OF CAIRO

October 9, 2013

RESOLUTION NO. _____

“Authorization to Purchase a Water/Sewer Software Program”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the current water & sewer billing program is antiquated and is in need of an update and;

WHEREAS, three quotes were received for a software program:

Williamson Law Book Company: Software and Annual Support \$3,735.00; Data Conversion \$500.00; Installation, Training and Travel Expense \$1,070.48

BAS: Software and Annual Support \$3,600.00; Data Conversion \$1,500.00 - \$4,000.00; Installation, Training excluding Travel Expenses \$1,920.00 and;

CUSI: Software and Annual Support \$2,395.00; Data Conversion \$1,000.00; Installation, Training excluding Travel Expenses \$3,000.00 and;

WHEREAS, Williamson Law Book quote of \$5,305.48 is the most cost effective software program; therefore be it

RESOLVED, that Town Board authorizes the purchase of the Williamson Law Book Company Water/Sewer Software Program.

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 _____

Cairo Clean Up Day

Saturday, October 12

Cairo Residents may bring their items to the County Transfer

Station on Route 385 between 7:30 am and 3:30 pm.

FREE PERMITS WILL BE REQUIRED

Proof of Residency required to obtain permit. Permits available from the

Town Clerk's Office, Monday – Thursday 9-3 and Friday 9-2

*No household garbage, construction/demolition debris, paint, pesticides
or hazardous materials will be accepted.*

No more than two tires and one propane tank per household will be accepted.

NO Commercial Haulers Allowed.



TOWN OF CAIRO PLANNING BOARD

PO Box 728, Cairo, NY 12413

Chairman-Daniel A. Benoit - phone: 518 701-4823

Email: planning@townofcairo.com

September 22, 2013

To: Town Board Members, Town of Cairo

From: Town of Cairo Planning Board

Re: PLANNING BOARD REVIEW AND RECOMMENDATIONS REGARDING THE TERRACE MANOR, LLC EXPANSION PROPOSAL.

Reference is made to § 4.3, paragraph 4.31 and §5.1, paragraph 5.5 of the Trailer Ordinance of the Town of Cairo, and to the Site Plan plat of Scott A. Lane, P.E., dated February 26, 2013, as last updated April 12, 2013, entitled "Site Plan Terrace Manor, LLC", containing two drawings, subject as noted above.

The Applicant, Terrace Manor, LLC, proposes adding three 3-bedroom mobile homes to an existing, permitted, mobile-home park on Ross Ruland Rd., Cairo. Access to Ross Ruland Rd. would be via an existing driveway. No additional curb-cut would be necessary.

The existing 5 units at the mobile home park are neat and orderly. The members of the planning board were unaware of any prior complaints concerning this park. In fact, the park is so unobtrusive that nearly all of the members were unaware of its existence until this proposed action. There is no reason to believe that the addition of three more units would in any way affect the character of the community or have any negative impacts.

There is no DEC concern regarding this project. The 990 gallon/day design flow rate is below the 1000 gallon/day threshold flow rate that would trigger a SPEDES permit. The project will require an updated NYS Health Dept. approval for the additional units. The five existing units are serviced by three wells that feed a centralized, health dept. approved, chlorinated water distribution system.

The Planning Board has no concerns regarding this project as proposed and recommends Town Board approval.

Sincerely,

Daniel A. Benoit

Daniel A. Benoit, Chairman, Planning Board.



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

October 7, 2013

Supervisor Banta
Town of Cairo Town Board Members

Re: Site Plan dated April 12, 2013 for Terrace Manor, LLC created by Scott A. Lane, P.E.

The following requirements have been satisfied as per The Town of Cairo's Ordinance for the regulation of Mobile Homes and Mobile Home Parks:

SECTION 7.1 REQUIREMENTS FOR MOBILE HOME PARKS PART 7.2 SITE

Y N

- **Part 7.21** The Park shall be located in areas where grades and soil conditions are suitable for use as mobile home sites.
- **Part 7.22** The Park shall be located on a well-drained site which is properly graded to insure rapid drainage and be free at all times from stagnant pools of water.
- **Part 7.23** The Park shall be free from heavy or dense growth of brush and woods.
- **Part 7.24** The Park shall be at least two (2) acres in size, 100 feet frontage on a public road.

SECTION 7.3 MOBILE HOME LOT

- **Part 7.31** Each mobile home park shall be marked off into mobile home lots.
****Note:** Individual mobile home lots are not shown on site plan

Y N

■ **Part 7.32** The total number of mobile home lots in a mobile home park shall not exceed seven (7) per gross acre.

■ **Part 7.33** Each mobile home lot shall have a total area of not less than 5,000 square feet with a minimum dimension of fifty (50) feet.

****Note:** Individual Mobile home lots are not show on site plan

SECTION 7.4 MOBILE HOME

■ **Part 7.41** Any mobile home shall not be parked or otherwise located nearer than a distance of:

- (a) At least thirty (30) feet from adjacent mobile home in any direction.
- (b) At least fifty (50) feet from an adjacent property line.
- (c) At least one hundred (100) feet from the right-of-way line of Public Street or highway.
- (d) At least ten (10) feet from the nearest edge of any roadway location within the park.

■ **Part 7.42** Only one mobile home shall be permitted to occupy any one mobile home lot.

****Note:** Individual Mobile Home lots are not shown on site plan

SECTION 7.5 MOBILE HOME STAND Parts 7.51-7.54

To be addressed before the issuance of a building permit

SECTION 7.5 ACCESSIBILITY

N/A **Part 7.61** Each Mobile Home Park shall be easily accessible from an existing public highway or street.

N/A **Part 7.62** (a - d) Where a mobile home park has more than sixteen (16) mobile homes, two (2) points of entry and exit shall be provided, but in no instance shall the number of entry and exit points exceed four (4).

■ **Part 7.63** Each park shall have improved streets to provide for the convenience access to all mobile home lots and other important facilities within the park. Streets shall be improved to at least meet Erwin Plan specifications.

- (a) The street system shall be so designed to permit the safe and convenient vehicular circulation with the park.
- (b) Streets shall be adapted to the topography and shall have suitable alignment of gradient for traffic safety.
- (c) All streets shall intersect at right angles.

- (d) All streets shall have the following minimum widths:
 - (1) One way traffic movement – 12 feet
 - (2) Two way traffic movement – 20 feet

****Note:** Proposed drive is 16'
- (e) Except in cases of emergency, no parking shall be allowed on such streets.

Y N

- **Part 7.64** An improved driveway shall be provided for each mobile home lot. This driveway shall have a minimum width of nine (9) feet.
****Note:** Driveways are not shown for individual mobile home lots.

SECTION 7.7 PARKING

- **Part 7.71** One off-street parking space shall be provided on each mobile home lot. The parking space shall be of similar construction and grading as the mobile home stand. Such space shall have a minimum width of nine (9) feet and a minimum length of twenty (20) feet.
****Note:** Individual driveways are not shown of site plan
- **Part 7.72** Additional off-street parking spaces shall be provided at strategic and convenient locations for guest and delivery and service vehicles.
 - (a) There shall be one such parking space for each two (2) mobile home lots within the park.
 - (b) Such parking space shall be provided in bays which shall provide for adequate maneuvering space.

****Note:** Not shown on site plan

SECTION 7.8 UTILITIES AND SERVICE FACILITIES

Parts 7.81 (a – c) To be address before the issuance of a building permit or Certificate of Occupancy.

- N/A Part. 7.82** Unless adequate laundry facilities are available within three (3) miles of the park, laundry facilities shall be provided at strategic location or locations for the convenience of the occupants of the mobile homes.
- N/A Part 7.83 – 7.84** To be addresses before the issuance of a Certificate of Occupancy.
- N/A Part 7.85** Each Mobile Home Park shall be provided with at least on public telephone per sixteen (16) trailers.

SECTION 7.9 OPEN SPACE

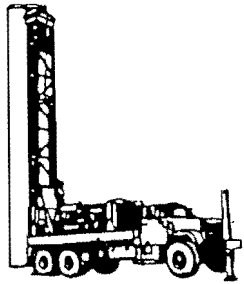
Y N

☐ **Part 7.91** Each mobile home park shall provide common open space for the use by the occupants of such park.

☐ **Part 7.92** Such open space shall conveniently located in the park. Such space shall have a total area equal to at least ten (10) percent of the gross land area of the park.

N/A Section 7.10 Landscaping Parts 7.101 -7.102

N/A Section 7.11 Recording Parts 7.111 – 7.112



Smith Well Drilling

Water Well Contractors

- WELL DRILLING • TEST DRILLING • WELL & PUMP REPAIRS • PUMP INSTALLATION •
- GROUND WATER INVESTIGATIONS • HYDRO-FRACTURING •
- INDUSTRIAL AND MUNICIPAL WATER SUPPLY CONTRACTORS •

September 26, 2013



Town of Cairo
Ted Banta III, Supervisor
PO Box 728
512 Main Street
Cairo, NY 12413

Re: Contract for Agnelo Canna Town Park

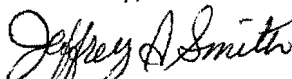
Dear Mr. Banta,

Enclosed is a copy of the contract for work to be done at the above Park on Joseph Spencer Lane, in coordination with Alpha Geological Services, Inc.

Please review, authorize, sign and return the contract at your earliest convenience in order that we can schedule this job.

Feel free to call if you have any questions. We look forward to working with you.

Sincerely,


Jeffrey A. Smith, Pres.
MGWC

JAS:maw

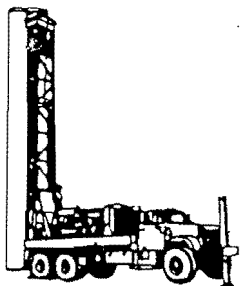
Enc.



smithwelldrilling.com

PO BOX 585, NIVERVILLE, NY 12130 • 518-758-6142 • FAX 518-784-2765





Smith Well Drilling

Water Well Contractors

- WELL DRILLING • TEST DRILLING • WELL & PUMP REPAIRS • PUMP INSTALLATION •
- GROUND WATER INVESTIGATIONS • HYDRO-FRACTURING •
- INDUSTRIAL AND MUNICIPAL WATER SUPPLY CONTRACTORS •



EXPLORATORY/TEST DRILLING CONTRACT

This agreement is made and entered into between Jeffrey A. Smith of Smith Well Drilling, Inc. (Drilling Contractor) and Town of Cairo, Ted Banta III, Supervisor, PO Box 728, 512 Main Street, Cairo, New York (purchaser).

WITNESSETH:

A. TERMS OF THE AGREEMENT, AS COORDINATED BY ALPHA GEOLOGICAL SERVICES, INC., MICHAEL PALLESCHI, REPRESENTATIVE.

The Purchaser hereby engages and employs the Drilling Contractor who agrees for and in consideration of the terms, provisions, conditions and agreements herein contained, and for the price herein listed for the work specified, to attempt to drill a well (wells) on that certain land owned by or under the legal control of the Purchaser. The legal description of the property where the work will occur is: Town of Cairo, Angelo Canna Town Park on Joseph Spencer Lane in the Town of Cairo, Greene County, New York.

1. The said well shall be specifically located as follows: Location to be specified by purchaser.
2. The minimum depth of the well shall be 20 feet as specified in Part B of this agreement except as hereinafter set forth in this paragraph. This Agreement will be considered complete when:
 - a) Sufficient water is obtained;
 - b) Purchaser requests that drilling be stopped;
 - c) The Drilling Contractor has drilled to a maximum depth of 300 feet below casing;
 - d) At the discretion of Drilling Contractor, if he feels that continuation of drilling operations would be impractical.
 - e) Upon reaching the well's maximum depth or at any time prior as set forth in a) through d) above. Drilling Contractor shall stop drilling and remove his casing materials and property and be entitled to the funds for the total drilled depth plus material installed as compensation.
4. The well will be terminated at or above the top of the ground in compliance with State regulations with casing of 6-5/8" x 6" x .25" size made of 17 lb./ft. rolled steel material for unconsolidated, or 19 lb./ft. rolled steel material for (rock) consolidated.
5. Purchaser hereby grants Drilling Contractor a security interest in the materials and equipment furnished by the Drilling Contractor, to secure payment of all money when due, and agrees that Drilling Contractor has all remedies provided by law in the event of the Purchaser's default on payment. Purchaser agrees that all pumps and equipment remain personal property and do not become fixtures, until fully paid for, as herein required.
6. The Drilling Contractor:
 - a) Is an independent contractor and not an employee or agent of Purchaser.
 - b) Shall determine the time, manner, means and method of doing the work.
 - c) Shall furnish all labor tools and machinery necessary to carry out his part of this contract, and shall prosecute the work under this contract diligently and in good workmanlike manner.
 - d) Agrees that the Purchaser will not be responsible in case of any accident or injury to persons or employees in connection with the drilling operations, and further agrees to carry the necessary insurance to cover such situations.



smithwelldrilling.com

PO BOX 585, NIVERVILLE, NY 12130 • 518-758-6142 • FAX 518-784-2765



- e) Agrees to save the Purchaser harmless from any and all liens for material and labor supplied by the Drilling Contractor.
- f) Agrees to keep an accurate record of the character of all strata passed through in the drilling, of water levels, of casing used, of perforations made (if any), and of the size and location of any and all other materials and equipment installed, and to furnish the Purchaser with a copy of same upon completion.
- g) Warrants that the well (wells) shall be serviceably straight, round, all within generally accepted tolerances, and of full size, so as to allow the installation and operation of pumping equipment designed for hole of that nominal diameter. The pump and other equipment installed by Drilling Contractor are covered by manufacturer's warranties which are supplied to Purchaser both before sale and at the time of installation and Drilling Contractor makes no warranties upon such equipment. Drilling Contractor makes no other representations or warranties other as set forth in writing in this contract.

7. The Purchaser:

- a) Here warrants that he has full right and authority to enter into this contract and to authorize the Drilling Contractor to drill upon the above described land.
- b) Does hereby grant to the Drilling Contractor, his officers and employees, full right to ingress and egress to and from said previously described land for the purpose of performing this contract and doing such acts incidental thereto as may be necessary in connection with such performance.
- c) Drill site to be firm, level and accessible to contractor's equipment. Any charges incurred for mud tracks, site preparation or towing, due to poor or inadequate site preparation, will be paid by the purchaser.
- d) Will provide, at no charge to the Drilling Contractor, such space at the drill site and its proximity, as the Drilling Contractor may desire for pits, dumps, machinery, and the storage of material and equipment which may be required under this contract, and save the Drilling Contractor harmless in the event of accidental damage to crops, buildings, trees, fences, walks, or any other property upon or adjacent to such site.
- e) Hereby permits the Drilling Contractor to dump all drill cuttings, water and debris taken out of the hole during the progress of the work, around and about the drill site at such places and in such manner as the Drilling Contractor may choose and the Drilling Contractor shall not be called upon to remove the same until completion of the well.
- f) Hereby takes full responsibility for selecting the exact size of the drilling. Should it occur that the earth conditions will not reasonably permit drilling of a hole in the spot picked by the owner or picked by the owner in conjunction with the Drilling Contractor, and the Drilling Contractor finds it necessary to make a move due to the earth conditions, the price shall be at the same rate as herein mentioned for the first hole, plus the full price for the new location and the hole. The move shall be treated as a new hole for all purposes. The Drilling Contractor shall make such suggestions as he deems pertinent to location from the viewpoint of sanitation concerns and to be in compliance with respect to Sate Health Department rules, regulations or recommendations. Any statements made by the Drilling Contractor are recommendations and suggestions only and shall not be construed as to where the hole should be drilled.
- g) Hereby agrees that the Drilling Contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereinabove provided, have the right and permission to go upon the premises without guilt of trespass and reclaim and recover any materials installed by the Drilling Contractor in the hole, including casing. It is specifically agreed that casing and all other materials installed in the hole by the Drilling Contractor shall be deemed personal property unattached to the realty until fully paid for as herein provided.
- h) As security for the indebtedness and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a purchase money security interest in the collateral, all proceeds thereof, if any, and all additions and accessions thereto.
- i) Is responsible to inform the drilling contractor of any specific flow requirements set forth by their lender. Failure to provide us with notification for additional testing, and delays caused as a result of flow testing requirement, will result in additional costs that are the direct responsibility of the purchaser.

- j) Agrees that any costs associated with controlling or containing unforeseen artesian conditions, or the damages caused by such, are in no way the responsibility of the Contractor; and any extra costs incurred in controlling or repairing said flowing conditions are the responsibility of the Purchaser.

8. It is Understood and Agreed by Both Parties:

- a) That neither can tell exactly what will be found underneath the surface of the earth and that the work of the Drilling Contractor hereunder is subject to those conditions which he may find underneath the surface; therefore:
 - i) The Drilling Contractor does not agree to find or develop water, nor does he represent, warrant or guarantee the quantity, quality, or kind of water, if any, which may be encountered. All operations are at the risk of the Purchaser and failure to strike water shall in no way release the Purchaser from payment of the full contract price.
 - ii) The Drilling Contractor shall drill hole (holes) with the diameter and casing sizes as specified previously as long as such a program remains practicable considering the nature of the material being drilled. When, in the opinion of the Drilling Contractor, it becomes impractical to proceed as specified, he may proceed with the drilling using the smaller size hole diameter and casing size most practicable to be used. If the Purchaser deems it impractical for his purposes and orders the Drilling Contractor to discontinue all drilling operations or if the Drilling Contractor deems that it is impractical to continue, work shall cease and Drilling Contractor shall be paid for all work performed according to the terms of this Agreement. The drilling price shall remain the same as for the specified size, unless otherwise herein specifically provided.
 - iii) The Drilling Contractor shall not be liable for any damage arising out of any delay or failure due to the hazards of drilling, but in the event of unreasonable delay or failure, this contract may be terminated by the Purchaser, upon payment to the Drilling Contractor for all drilling done and materials installed.
- c) That the starting date shall be *approximately* 30 days from the date of the signing of the contract by the Purchaser. This date is an approximate date only, it being agreed that if the drilling equipment necessary for the work herein contemplated is, without fault of the Drilling Contractor, detained on other jobs, then the Drilling Contractor shall not be responsible or liable to the Purchaser for any damages of any nature occasioned by any delay in commencing performance hereunder. In the event the commencement of performance by the Drilling Contractor is so delayed for a period of thirty (30) days, the Purchaser may, at his option, terminate this contract by giving written notice to the Drilling Contractor on the day next succeeding the last day of the aforesaid period, and neither party shall in such event be liable to the other for any damages of any nature whatsoever.
- d) That if the performance of any of the Drilling Contractor's obligations hereunder is materially hampered, interrupted, delayed, or interfered with by reason of fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war (whether declared or undeclared), act of God or by the enactment of any Municipal, State or Federal Ordinance or Law, or by the issuance of any executive or judicial order or decree, whether Municipal, State, or Federal, or by any other legally constituted public authority, or by any other cause beyond the reasonable control of the Drilling Contractor, then during the continuance of any such event, the Drilling Contractor, at his sole option, shall be relieved of the performance of his obligations hereunder.
- e) That this Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties respectively.
- f) That this instrument contains the entire agreement between the parties hereto and that no warranty, expressed or implied, representation, promise, statement or inducement made by either party hereto or by any agent or employee of either party, which is not contained in this written Agreement shall be binding or valid.
- g) Notice to Purchaser: You are entitled to a copy of the contract you sign.

9. It is understood and agreed by both parties that the work contemplated by this Agreement is deemed a capital improvement, exempt from New York State sales and use tax.

B. SCOPE OF WORK

Unconsolidated Drilling & Testing

- Install a 6-inch test boring to evaluate the unconsolidated deposits to an estimated total depth of 50' below ground surface (bgs). Soil samples will be collected at 5-foot intervals or less. Brief (5 minute) permeability tests will be performed at 5-foot intervals starting at 20' bgs. The test method includes filling the casing with clean water and measuring the rate of water level decline;
- Install a 6-inch telescoping test screen if promising material is encountered. The test screen will be 5' with a riser and packer;
- Perform well development (air);
- Install a temporary test pumping system and perform a 4-hour pumping test to evaluate yield and water quality;
- If the testing does not produce favorable results, remove the test screen and casing and abandon the borehole. Abandonment will include backfilling with clean cuttings and placement of bentonite chip seal(s) as directed by Alpha.

Bedrock Drilling and Testing

- Install a 10-inch temporary casing for grouting through the unconsolidated deposits to bedrock (50' estimated depth);
- Install 6-inch casing into competent bedrock (19 lb./ft.);
- Install a 6-inch open hole boring in bedrock (300' bgs, estimated);
- Perform brief blow tests (air) every 20';
- Perform well development (air);
- Install a temporary test pumping system and perform a 4-hour pumping test to evaluate yield and water quality;
- Install a grout seal and remove the 10-inch temporary casing.

Conditions

- The drilling contractor must take measures to avoid heaving of materials during the advancement of the unconsolidated boring and sampling activities, *as is possible*;
- New York State Department of Labor prevailing wages apply;
- Drilling contractor will contact Dig Safely to locate and mark buried utilities before test drilling begins;
- Prior to commencement of work Certificate of Insurance will be provided the Town, with Alpha Geological Services, Inc. as additional insured;
- Any additional costs will be authorized by the Town and Alpha Geological Services, Inc.

Assumptions

- Drilling locations are accessible by truck mounted equipment;
- Drilling contractor will provide a hose to obtain water from a hydrant, per the Town's instructions.

C. WORK AND ESTIMATED PRICE

1. Well and pump permit, if required.	\$ XXXXX
2. Well drilling - 6" unconsolidated at \$17.00 per ft.	\$ 17.00 per ft.
3. Well drilling - 6" bedrock at \$16.00 per ft.	\$ 16.00 per ft.
4. Well casing of 6" size, 19 lb/ft, 1/2 length	\$ 31.00 per ft.
5. Well screen and installation: 5' of 6" test screen, riser and packer	\$ 1,500.00
6. Remove test screen & 6" casing	\$ 750.00
7. Install/remove test pumping system @ 45', 100 gpm capacity	\$ 1,250.00
8. Well disinfection	\$ 100.00
9. Install 10" temporary casing	\$ 110.00 per ft
10. Grout 6" casing	\$ 9.50 per ft.
11. Install/remove test pumping system @ 250', 100 gpm capacity	\$ 2,500.00
12. 6" drive shoe	\$ 125.00
13. Pumping test	\$ 230.00 per hr.
14. 16. Mobilization and demobilization	\$ 2,000.00
15. 6" well cap	\$ 85.00
16. Well development	\$ 250.00 per hr.
17. Bentonite Chips	\$ 27.00 per bag
18. Estimated sales tax	\$ Exempt

Interest at the rate of 24% per annum is due upon all amounts
not paid within 30 days after the invoice is rendered.

Dated: _____

Drilling Contractor: _____

x Purchaser: _____

x Witness: _____

Dated: _____

=====

Please sign all forms where indicated and return with deposit, as indicated above, to our office.

Thank you,

Jeffrey Smith, Pres.
MGWC



Delaware Engineering, PC

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

September 19, 2013

Ted Banta
Cairo Town Supervisor
512 Main Street
P.O. Box 728
Cairo, New York 12413

Subject: American Evergreen
Certificate of Substantial Completion

Dear Supervisor Banta:

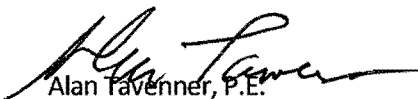
Enclosed find three copies of the Certificate of completion for American Evergreen Construction. This relates to the pump station and force main which have been completed and in service since April 2013.

The punch list has been satisfied and the only thing which remains for final release of all retainage is the successful operation of the pump station without recurrence of the nuisance faults which have been a problem since start-up. My discussions with Joe Myers and Robert Hempstead indicate that they have no outstanding issues with this work.

Please sign all three copies, retain one for the Village's files, return one copy to me and send the third to:

Joseph Casale
American Evergreen, Inc.
P.O. Box 126
Wynantskill, NY 12198

Please call me at 518-452-1290 if you have questions or would like to discuss this matter.


Alan Tavenner, P.E.
Senior Engineer

Certificate of Substantial Completion

Project: CAIRO WASTEWATER PROJECT

Owner: AMERICAN EVERGREEN

Owner's Contract No.: 2

Contract: FORCE MAIN AND PUMPING STATION

Engineer's Project No.: 07-525

This ~~[tentative]~~ [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions of the Work:

4/30/2013

Date of Substantial Completion.

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~[tentative]~~ [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended


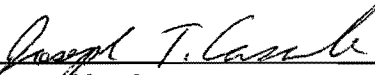
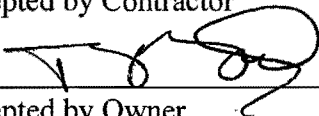
Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

RESOLVE NUISANCE FAULTS OF PUMPING STATION AS EVIDENCED BY 90-DAYS CONTINUED OPERATION WITH FAULTS OR SHUT-DOWNS THAT ARE NOT CLEARLY ATTRIBUTABLE TO FACTORS EXTERNAL TO THE PUMP SYSTEM.

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	<u>9/6/2013</u> Date
 Accepted by Contractor	<u>9-10-13</u> Date
 Accepted by Owner	<u>10/2/13</u> Date

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 2013

Establishing A Further Temporary Six Month Moratorium on Junk Yard Approvals

A local law (Insert Title)

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 2012 of the (County)(City)(Town)(Village) of CAIRO was duly passed by the TOWN BOARD on _____, 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: _____

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF GREENE

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

ATTORNEY FOR THE TOWN

Title

County

City

of CAIRO

Town

Village

Date: _____

**TOWN OF CAIRO
LOCAL LAW # 4 OF 2013
JUNK YARD MORATORIUM**

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

Section 1. Title.

This Local Law shall be referred to as the “Local Law Imposing a Further Temporary Six Month Moratorium on the Establishment of New Junk Yards.”

Section 2. Definitions

GARBAGE – All animal and vegetable waste resulting from the growing, processing, marketing and preparation of food items, including the container in which packaged.

JUNK APPLIANCE – Any abandoned, wrecked, discarded, dismantled or partly dismantled household appliance, including but not limited to stoves, washing machines, dryers, dishwashers, freezers, refrigerators, air conditioners, water heaters, computers or televisions, that is stored or placed outside of any residence or structure.

JUNK FURNITURE – Any abandoned, wrecked, discarded, dismantled or partly dismantled furniture, including but not limited to sofas, mattresses, bed frames, desks, tables, lawn furniture, chairs and chests of drawers, that is stored or placed outside of any residence or structure.

JUNK MATERIAL – Any abandoned, wrecked, discarded, dismantled or partly dismantled material including but not limited to a junk appliance, junk furniture, a junk vehicle, or garbage, rubbish, clutter and debris.

JUNK VEHICLE - Any vehicle, or used parts or waste materials from vehicles, that is a) Uninspected or unregistered; or b) Abandoned, wrecked, discarded, dismantled or partly dismantled; or c) Not in condition for legal use upon the public highways.

JUNK YARD – The use of any land for the temporary or permanent storage of garbage, rubbish, clutter, litter, debris, junk appliance(s), junk furniture, junk material, or more than one junk vehicle regardless of the intended future use of materials. Junk yard shall also mean those activities defined in Local Law #6 of 1985 of the Town of Cairo entitled “Salvage and Junk Yards”.

RUBBISH, CLUTTER, LITTER AND DEBRIS – Household or commercial trash, including, but not limited to, paper and paper products, barrels, cartons, boxes, cardboard, cans, glass, metals, machinery, plastics, rubber, crates, furniture, rags, mattresses, blankets, cigarettes, tires, lumber, brick, stone and other building materials, no longer intended for in condition for customary use, and any and all tangible personal property no longer intended or in condition for customary use.

UNINSPECTED VEHICLES – A vehicle that has not been currently inspected for the State of New York and approved for safe and regular operation on roads and highways in the State of New York or does not bear an appropriate or valid inspection sticker by regulating agencies of any state or other governmental entity.

UNREGISTERED VEHICLE – A vehicle that has not been currently registered for the State of New York or does not bear an appropriate or valid registration sticker by regulating agencies of any state or other governmental entity.

VEHICLE – A device or conveyance used for the purpose of carrying or transporting passengers or goods or equipment or any combination of the above purposes, including but not limited to automobiles, buses, trailers, trucks, tractors, motor homes, mobile homes, campers, motorcycles, mini bikes, recreational vehicles, boats, all-terrain vehicles or snowmobiles.

Section 3. Purpose and Intent.

Pursuant to the statutory powers vested in the Town of Cairo to regulate and control land use, and to protect the health, safety and welfare of its residents, the Town Board hereby declares a temporary six month moratorium on the establishment or development of new junk yards or similar business activities in the Town, or the issuance of any approvals or permits therefore.

The Town Board is now in the process of considering various options relating to this issue and is nearing completion of a proposed zoning law that will address the issue. The Town Board finds and determines that it needs the period of time covered by the moratorium imposed herein in order to carefully study the issue, draft proposed amendments to the Town local laws, including a new zoning document, make appropriate changes to the draft of the proposed new Local Laws, schedule and hold the required public hearing on the Local Laws, comply with applicable provisions of law, adopt the Local Law, and file a copy of the Local Laws (as adopted) with the Secretary of State of the State of New York.

Section 4. Scope of Controls.

A. During the effective period of this Local Law:

1. The Town Board shall not grant any approvals which would have as the result the establishment or development of any new junk yard or related business activity within the Town whether in accordance with Local Law #6 of 1985, Entitled “Salvage and Junk Yards” or otherwise.
2. The Town Planning Board shall not approve any site plan, approve any special use permit or other permit which would have as a result the establishment or development of any new junk yard or related business activity within the Town.
3. The Code Enforcement Officer/Building Inspector of the Town shall not issue any building permit or other permit which would result in the establishment or development of any new junk yard or related business activity within the Town.
4. The Town Board reserves the right to direct the Town Building and Code Inspector to revoke or rescind any Building Permits or Certificates of Occupancy issued in violation of this Local Law.

Section 5. No Consideration of New Applications.

No applications for any junk yard or related business activity affected by this Local Law or for approval for a site plan, a variance, a special use permit or other permits relating to junk yards shall be considered by any board, officer or agency of the Town while the moratorium imposed by this Local Law is in effect.

Section 6. Term.

The moratorium imposed by this Local Law shall be in effect for a period of six (6) months from the effective date of this Local Law. In the event that a local law relating to junk yard or related business activities is adopted prior to the date that the moratorium imposed by this Local Law expires, then in that event the moratorium imposed by this Local Law shall expire immediately on the date that the Local Law relating to junk yard or related business activities takes effect in accordance with section 27 of the Municipal Home Rule Law.

Section 7. Penalties.

Any person, firm or corporation that shall establish or develop any new junk yard or related business activity in violation of the provisions of this Local Law shall be subject to:

- A. Such penalties as may otherwise be provided by applicable local laws, ordinances, rules, regulations of the Town violations; and
- B. Injunctive relief in favor of the Town to cease any and all such actions which conflict with this Local Law.

Section 8. Validity.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law which can be given effect without such invalid provision.

Section 9. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

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. 3 of the year 2013

Imposing a Further Temporary Six Month Moratorium on Approvals Involving Resorts

A local law (Insert Title)

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. 3 of 2013 of the (County)(City)(Town)(Village) of CAIRO was duly passed by the TOWN BOARD on _____, 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: _____

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF GREENE

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

ATTORNEY FOR THE TOWN

Title

County

City

of CAIRO

Town

Village

Date: _____

TOWN OF CAIRO
LOCAL LAW # 3 OF 2013

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

Section 1. Title.

This Local Law shall be referred to as the “Local Law Imposing a Further Temporary Six Month Moratorium on Approvals Involving Resorts.”

Section 2. Purpose and Intent.

Pursuant to the statutory powers vested in the Town of Cairo by the Municipal Home Rule Law of the State of New York, to regulate and control land use, and to protect the health, safety and welfare of its residents, the Town Board hereby declares a temporary six (6) month moratorium on any new subdivision application, site plan review, building permits or other municipal approvals for any use involving the conversion of a resort, motel or bed and breakfast to some other use other than those relating to an agricultural use as that term is defined in the NYS Agriculture and Markets Law or one or two-family dwellings in the Town, or the issuance of any approvals or building permits therefore.

The Town Board has recently adopted a new Comprehensive Plan and is now in the process of implementing a new zoning law and other land use goals set forth therein which would address, among other things, subdivision of lands, site plan review, building permits or other municipal approvals of land relating to the preservation and rejuvenation of the Town’s tourism infrastructure and base attractions including but not limited to seasonal resorts, inns, hotels and similar uses and structures in the Town. The Town Board finds and determines that several former resort properties have recently been permanently lost to a change in use by new development. The Town Board further finds and determines that it needs the period of time covered by the moratorium imposed herein in order to carefully complete the enactment of the necessary statutory and other tools to implement the same, including but not limited to, drafting proposed amendments to existing Town Local Laws, schedule and hold the required public hearing on either amendments to existing Local Laws or the enactment of new Local Laws, perform the appropriate environmental reviews thereof, comply with applicable provisions of law, adopt the Local Law(s), and file the same with the Secretary of State of the State of New York.

Section 3. Scope of Controls.

A. During the effective period of this Local Law:

1. The Town Board and/or any other municipal body shall not grant any approvals which would have as the result the establishment or development of any new subdivision, site plan review, building permits or other municipal approvals within the Town related to or involving the conversion of or change of use of a resort, motel, inn or bed and breakfast to any other use except for use of such land and/or structures to an agricultural use as that term is defined in the NYS Agriculture and Markets Law or one or two-family dwellings in the Town.
2. The Building Inspector and/or Code Enforcement Officer of the Town shall not issue any building permit or other permit which would result in the establishment or development of any new subdivision, site plan review, building permits or other municipal approvals within the Town related to or involving the conversion of or change of use of a resort, motel, inn or bed and

breakfast to any other use except for use of such land and/or structures to an agricultural use as that term is defined in the NYS Agriculture and Markets Law or one or two-family dwellings in the Town..

B. The Town Board reserves the right to direct the Town Building and Code Inspector to revoke or rescind any Building Permits or Certificates of Occupancy issued in violation of this Local Law.

C. Definitions. For the purposes of this local law the following terms shall mean:

- i) Resort or motel: any structure, building or group of structures or buildings, whether owner-occupied or otherwise, that contain more than five guest rooms where lodging, with or without meals, is provided for compensation;
- ii) Bed and Breakfast: an owner occupied dwelling unit that contains no more than five guest rooms where lodging, with or without meals, is provided for compensation;
- iii) Inn: any structure or building that contains no more than five guest rooms where lodging, with or without meals, is provided for compensation

Section 4. No Consideration of New Applications.

No applications for the conversion of any resort, inn, or motel to any other use in the Town. Additionally, no pending request for approval of a site plan, a site plan review, building permits or other municipal approvals, a variance, or other permits relating to same shall be considered by any board, officer or agency of the Town while the moratorium imposed by this Local Law is in effect.

Section 5. Term.

The moratorium imposed by this Local Law shall be in effect for a period of six (6) months from the effective date of this Local Law. The Town Board reserves the right to enact subsequent short-term periodic moratoria in the future, in the event it determines that such subsequent local laws or extensions are necessary and in the public's interest.

Section 6. Penalties.

Any person, firm or corporation that shall establish or develop any new subdivision, use that would require a site plan review, building permits or other municipal approvals for the conversion of any resort, inn, or motel to any other use in the Town in violation of the provisions of this Local Law shall be subject to:

A. Such penalties as may otherwise be provided for in the Town's Site Plan Review Law and by applicable local laws, ordinances, rules, regulations of the Town for violations; and

B. Injunctive relief in favor of the Town to cease any and all such actions which conflict with this Local Law.

Section 7. Validity.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law which can be given effect without such invalid provision.

Section 8. Variances

Should any owner of property affected by this Local Law suffer an unnecessary hardship in the way of carrying out the strict letter of this Local Law, then the owner of said property may apply to the Town Board of the Town of Cairo in writing for a variance from the strict compliance with this Local Law upon the submission of proof of such unnecessary hardship. For the purpose of this Local Law, unnecessary hardship shall not be mere delay in being permitted to make application or waiting for a decision on the application for a subdivision, variance, special use permit, site plan, site plan review, building permits, other municipal approvals or permits during the period the moratorium imposed by this Local Law.

Procedure. Upon submission of a written application to the Town Clerk by the property owner seeking a variance of this Local law, the Town Board of the Town of Cairo shall, within sixty (60) days of receipt of such application, schedule a public hearing on said application upon five (5) days written in the official newspaper of the Town. At said Public Hearing, the property owner and any other parties wishing to present evidence with regard to the application shall have opportunity to be heard, and the Town Board shall, within thirty (30) days of the close of the Public Hearing, render its decision in writing, either granting or denying the application for a variance from the strict requirements of this Local Law. In the event that the Town Board determines that the property owner shall suffer an unnecessary hardship, the applicant shall then be referred to the Town Board, Planning Board, Building Inspector and/or Code Enforcement Officer for a full review of the proposed project in accordance with the then enacted subdivision, site plan review, building permits or other municipal approvals laws, rules and regulations in the Town of Cairo and the State of New York.

Section 9. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with section 27 of the Municipal Home Rule Law.