



TOWN OF CAIRO

GENERAL/REGULAR MEETING AGENDA

March 27, 2013 @ 7PM

Location: Town Hall, Cairo

Call to Order

Pledge of Allegiance

Attendance

Presentations

Comments

Approval of Minutes: March 13, 2013 & March 22, 2013

Reports

- | | | |
|--------------------------|-------------------------------|------------------|
| - Supervisor | - Ambulance | -Reservoir |
| - Highway Superintendent | - Planning Board | -Summer Rec |
| - Library | - Police Department | -Tax Collector |
| - Assessor | - Building & Code Enforcement | -Park Task Force |
| - Water & Sewer | - Other Department(s) | |

Appointments & Resolutions

Unfinished Business

- NY Safe Act
- Well Water Project Preliminary Approval

New Business

- Mobile Home Parks & Campgrounds
- Board of Assessment Review Interviews
- Chamber of Commerce Contracts

Correspondence

Adjournment



Minutes

Town of Cairo

Town Board Work Session

Location: Town Hall Meeting Room @ 4:00 PM

March 13, 2013

The Town Board of the Town of Cairo met for a work session meeting on Wednesday, March 13, 2013 at the Town Hall, Main Street, Cairo, New York.

Supervisor Banta called the meeting to order at 4:05 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 minutes from the February 27, 2013 Board Meeting was accepted by Councilperson Ostrander and seconded by Councilperson Joyce.

Stacey from building/code enforcement office brought to the board members attention that the owner of the trailer park on Ross Ruland would like to add three more trailers to the park.

Supervisor Banta announced he will be attending a press conference with Congressman Chris Gibson on April 22, 2013 at 12:30 at Columbia Memorial Hospital. Supervisor Banta asked all board members if they would like to attend the conference with him.

Supervisor Banta signed the Environmental Assessment Form for Water Well due March 4th.

Supervisor Banta announced that on May 4, 2013 they will hold the 1st Annual Town Picnic, and ribbon cutting ceremony for the new Basketball Court, & it will be the Little League's opening day.

Resolution No. 75-13 "Authorizing the Supervisor to enter into a six-month agreement with Flora and Fauna for dog shelter services." offered by Supervisor Ostrander and seconded by Councilperson Joyce:

BE IT RESOLVED, that in accordance with the NYS Agriculture and Markets Law the Town of Cairo may enter into a contract with a contractor to provide dog sheltering services, as needed, to the Town, and further

RESOLVED, that the Supervisor is hereby authorized to execute the attached contract with Flora and Fauna effective for a period of six months from January 1, 2013 through June 30, 2013.

All members in favor – motion carried.

Resolution No. 76-13 "Authorizing the Supervisor to enter into an agreement with Columbia-Greene Humane Society for dog shelter services" offered by Councilperson Joyce and seconded by Councilperson Ostrander:

BE IT RESOLVED, that in accordance with the NYS Agriculture and Markets Law the Town of Cairo may enter into a contract with a contractor to provide dog sheltering services, as needed, to the Town, and it further

RESOLVED, that the Supervisor is hereby authorized to execute the attached contract with the Columbia-Greene Humane Society for the calendar year 2013.

All members in favor – motion carried.

Resolution No. 77-13 "Authorization to Purchase (2) Stryker Power-Pro Ambulance Cot(s)" offered by Councilperson Ostrander and seconded by Councilperson Suttmeier:

WHEREAS, the EMS Council for Greene County has sought a sales proposal from Stryker EMS Equipment for a multiple purchase of power ambulance cots; and

WHEREAS, a number of ambulance agencies are placing an order for cots thereby reducing the cost per cot; and

WHEREAS, the Town of Cairo can purchase a cot for the base price of \$12,163.65 plus an 02 Holder Head End as an option at \$223.86 minus the trade-in value of our current ambulance cot of \$500.00 plus applicable shipping and handling; and

WHEREAS, the power ambulance cots should help reduce the number of lifting injuries of EMS personnel; and

WHEREAS, ReayMahler, Ambulance Administrator, has sought another quote from Ferno for a similar power ambulance cot, and

WHEREAS the quote for a Ferno power ambulance cot is \$13,187.00 plus applicable shipping and handling; thereby exceeding the quote from Stryker by \$799.49; and

WHEREAS, there is no other known manufacturers of power ambulance cot(s); therefore

BE IT RESOLVED, that (2) Model 6506 Power-Pro Ambulance Cot(s) be ordered for the amount of \$23,775.02 plus shipping and handling with (1) Ambulance Cot to be paid from 2013 Budget Appropriations and (1) Ambulance Cot to be paid from 2014 Budget Appropriations.

All members in favor – motion carried.

Resolution No. 78 -13 “Authorizing the Town of Cairo to sponsor William A.

Carr, Jr. in peace officer Training.” offered by Councilperson Ostrander and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town of Durham has requested that the Town of Cairo, in an inter-municipal cooperative effort, to sponsor William A. Carr, Jr. in a peace officer training, at no cost or other liability or responsibility to the Town of Cairo and it is further

RESOLVED, that the Town of Cairo hereby agrees to sponsor William A. Carr, Jr. in a peace officer training.

All members in favor – motion carried.

Resolution No. 79-13 “Authorizing the Supervisor to enter into an agreement with Greene County regarding the FEMA buy-out program for Hurricane Irene damaged homes.” Offered by Councilperson Ostrander and seconded by Councilperson Suttmeier:

BE IT RESOLVED, that in accordance with the program established by FEMA to buyout owners of homes which were severely damaged during Hurricane Irene, the Town of Cairo

wishes to enter into an agreement with Greene County setting forth the responsibilities of the parties in relation to such program and it is further

RESOLVED, that the Supervisor is hereby authorized to execute the attached agreement with Greene County.

All members in favor – motion carried.

Resolution No. 80-13 “Authorization for Research Team Drill 12 Cores at the Fossil Site at the Highway Department” offered by Councilperson Suttmeier and seconded by Councilperson Ostrander:

WHEREAS, the Town Board of the Town of Cairo on April 25, 2012 authorized Binghamton University to drill 6 cores at the Fossil Site at the Fossil Site at the Highway Department for a research project.

AND WHEREAS, the Research Team comprised of the Universities of Sheffield, Cardiff and Southampton in the UK, SUNY-Binghamton University, and the NY State Museum would like to take 12 additional cores at the same Fossil Site at the Highway Department.

BE IT RESOLVED, that the Town Board of the Town of Cairo approves and authorizes the Research Team to drill and remove 12 cores at an approximate 2 to 3 meter depth at the Fossil Site at the Highway Department

All members in favor – motion carried.

Resolution No. 81-13 “Accept Resignation for Board Appeals Chairperson” offered by Councilperson Suttmeier and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does accept the resignation from Ed Forrester as Chairperson of the Board of Appeals as of March 8, 2013.

Resolution No. 82-13 “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 4:50 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, and to interview for the Library Board.

All members in favor - motion carried.

Resolution No. 83-13 “Board to exit Executive Session” offered by Councilperson Joyce and seconded by Councilperson Suttmeier:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit the Executive Session at 6:30 PM.

All members in favor - motion carried.

Resolution No. 84-13 “Terminate Town Employee” offered by Councilperson Ostrander and seconded by Councilperson Suttmeier:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby terminate Ashley A. Statham, clerk to the Building/Code Enforcement.

All members in favor – Motion carried.

A motion was made by Councilperson Suttmeier and seconded by Councilperson Joyce to adjourn the meeting at 6:30 PM.

Respectfully submitted,

Debbie Litchko
Deputy Town Clerk



Minutes

**Town of Cairo
Town Board Special Meeting @ 1pm
Location: Town Hall Meeting Room**

March 22, 2013

The Town Board of the Town of Cairo met for a Special Town Board meeting on Friday, March 22, 2013 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta, called the meeting to order at 1:00 PM and then asked the attendees to Pledge Allegiance to the Flag.

Supervisor Banta reported that The Daily Mail was notified of this special meeting. There was a roll call of the Board Members. The following Board Members were in attendance: Councilpersons Ostrander, Councilperson Suttmeier, Councilperson Joyce and Councilperson Puorro and Supervisor Banta.

Supervisor Banta informed the public there was a matter before the Board concerning the Chief of Police that needed to be discussed in Executive Session.

Resolution No. 85 -13 “Board to Move into 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 move into Executive Session at 1:05 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. 86 -13 “Board to exit Executive Session” offered by Councilperson Puorro and seconded by Councilperson Suttmeier:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit Executive Session at 1:25 PM.

All members in favor – motion carried.

Resolution No. 87 -13 “Suspending Chief of Police Without Pay” offered by Councilperson Ostrander and seconded by Councilperson Joyce:

BE IT RESOLVED that based upon recent events, the Town Board of the Town of Cairo hereby deems it necessary to suspend Christopher Sprague as the Town of Cairo Chief of Police, effective immediately and until further notice, and it is further

Resolved, that such suspension shall be without pay.

All members in favor – motion carried.

Resolution No. 88 -13 “Suspending Animal Control Officer Without Pay” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

BE IT RESOLVED that based upon recent events, the Town Board of the Town of Cairo hereby deems it necessary to suspend Christopher Sprague as the Town of Cairo Animal Control Officer, effective immediately and until further notice, and it is further

Resolved, that such suspension shall be without pay.

All members in favor – motion carried.

Resolution No. 89 -13 “Appointing Richard Busch as Provisional Sergeant and Officer in Charge for the Town of Cairo Police Department” offered by Councilperson Suttmeier and seconded by Councilperson Puorro:

BE IT RESOLVED that based upon recent events, the Town Board of the Town of Cairo hereby appoints Richard Busch as Provisional Sergeant and Officer in Charge, effective immediately and until further notice, and it is further

Resolved, that compensation shall be in accordance with the labor agreement made between the Town of Cairo and the Town of Cairo Police Department.

All members in favor – motion carried.

Resolution No. 90 -13 “Appointing Richard Busch as Temporary Animal Control Officer for the Town of Cairo” offered by Councilperson Joyce and seconded by Councilperson Suttmeier:

BE IT RESOLVED, the Town Board of the Town of Cairo hereby appoints Richard Busch as temporary Animal Control Officer, effective immediately and until further notice, and it is further

Resolved, that compensation shall be determined at a later date.

All members in favor – motion carried.

A question and answer session was then held with the press concerning the situation with the Chief of Police.

A motion was made by Councilperson Suttmeier and seconded by Councilperson Joyce to adjourn the meeting at 1:35 PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk

**Town of Cairo
Ambulance Service**

PO Box 728
512 Main Street
Cairo, NY 12413
518-622-2357

**Monthly Report
March 27, 2013**

Total Calls for February..... 69
Total Transported Calls.....52
Total Non-transported Calls.....17

Total Amount Billed____ \$ 43,561

Miscellaneous items: March Meeting

1. Powered stretcher to be ordered on 3-28-2013.

TOWN OF CAIRO BOARD MEETING
ASSESSOR'S MONTHLY REPORT

March 27, 2013

New Business: 25 Transfers for the month of February

CLOSING

Janice Hull
Sole Assessor

Library Director's Report – March 2013

GED classes have begun; they love the space.

We had the Mental Health Workshop on February 22; it went well and now other libraries in other counties are contacting the counselor about doing the workshop in other places. I would like to do something like this every year.

On March 23, we had an Easter Egg Hunt for ages 2 – 8; also a coloring contest.

On April 6, we will have a Chinese Brush Painting Workshop for teens and adults; 12:30-2:30; with Alice Tunison

On April 15 we will have a “Save Energy, Save Dollars: Lower Your Home Energy Bills” workshop; 6:30-8:30pm. Free energy-savings tool kit to each household; there will also be a door prize. Sign up in advance; presented by Cornell Cooperative Extension.

April 22, Earth Day, we have another Cornell program: “It’s Easy Being Green.” 10:30-11:30am.

On April 29 we will have a Solar Energy workshop at 7:00pm.

Since it is National Poetry month in April, we will also have a Poetry/Writing Workshop with local author Esther Cohen, on April 13.

We will be doing an Introduction to the Library program for the parenting group at Head Start later this spring.

No charge for any of these workshops/programs.

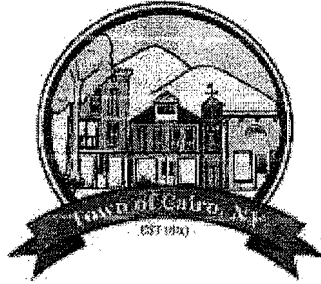
I attended an Interagency Conference on March 21 at the Greene County Community College and brought back lots of good information on all the great services available in Greene and Columbia Counties.

The new printer/scanner has arrived. The security camera system is ordered. I have also ordered the remaining two roof construction signs. These will have to be installed along with the knox box. I think this pretty much closes us out on ordering for the project.

We will be getting an additional \$1,394.18 from the Universal Services Administration Company.

I will have an MLS student intern here for a few weeks to help with collection relocation and other things.

We had a community service person here (from Probation) for several days working on straightening shelves and dusting.



Cairo Tax Collector
PO Box 319
Cairo, NY 12413
518-622-9218
taxcollector@townofcairo.com

March 26, 2013

To: Supervisor Banta & the Cairo Town Board

Re: Tax Collector's Monthly Update

- A check for February interest and penalties was paid to the town on March 11, 2013 in the amount of \$2131.83. On or before the 15th of each month, I will continue to pay the interest accrued and late fees collected as stipulated by law.
- A check was sent to the Greene County Treasurer on March 12, 2013 in the amount of \$250,000 to go toward the county tax warrant as mandated by law.
- All tax payments received to date have been recorded into the BAS system and are posted in the Warrant Book.
- It has been very helpful and has worked out well for Linda Kuever to be able to accept payments on Tuesdays and Wednesdays in my absence.
- Please let me know if you have any questions or concerns regarding the tax collector's office. Thanks for your continued support.

Respectfully submitted,


Susan Hilgendorff

Deputy Tax Collector

Town Board Meeting – March 27, 2013

Submitted by Kathy Jurgens – Administrator

Water – I am currently reading meters for an April 1st billing. The Annual Water Quality Report for 2012 has been completed and will be mailed to customers with their April bill. Copy attached.

Construction Co. is still using the hydrant meter on loan from the Village of Catskill. It is my understanding that they expect to use it for another couple of weeks. No freeze-ups to report.

Sewer - Sewer EDU bills were mailed to customers on March 1st. Resolution submitted. Sewer Use penalties were applied to unpaid accounts on March 18th. Resolution submitted.

Emmons Pump evaluated all pump stations on the system (9) and they have completed repairs needed to the individual stations. We will be having personnel take readings etc. on pump station maintenance. Am waiting to hear from Hunter Environmental as to when they will commence pumping septic tanks again. Still no word on bill to Library for hook-up fees to both water and sewer.

TOWN OF CAIRO SEWER DISTRICT

PO BOX 728* CAIRO, NEW YORK 12413

518-622-0052 (for TTY users – Dial 711)

Re: Sewer Dept. Monthly Report for February 2013

The following report covers facility operations of the wastewater treatment plant (WWTP) and collection system servicing the Town of Cairo Sewer District.

WWTP:

Flow, monthly average:

February 56,000 gpd

Biosolids

February 4,000 gals. WWTP Sludge

Compliance:

We met compliance for the month of February.

Comments:

The new filters went on-line on 7/22/09 and are performing well.
Working with Delaware Engineering on up-grade topics for WWTP.

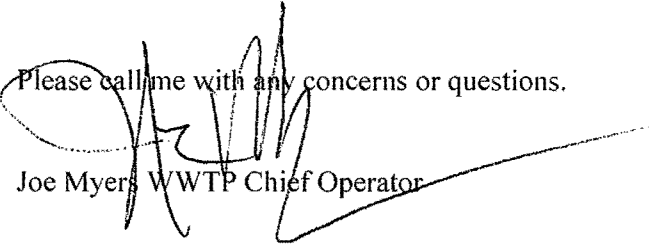
Pump Stations:

Emmon's Pump & Equipment has evaluated Hydromatic pump stations and replaced alarm sensors and other broken items such as float switches, bulbs etc....

Septic Tanks:

Pump out list almost complete. We have 104 tanks complete.

Please call me with any concerns or questions.


Joe Myers WWTP Chief Operator

Annual Water Quality Report for 2012

*Cairo Water District
P.O. Box 728, Cairo, New York 12413
Public Water Supply # 1900025*

To comply with State regulations, the Cairo Water District annually issues a report describing the quality of your drinking water. The purpose of the report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. The report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards. We are happy to report that our system did not violate a maximum contaminant level or any other water quality standard.

Should you have any questions or concerns about this report, please contact Kathy Jurgens, Water Administrator at 622-0052. The Cairo Town Board meets the fourth Wednesday of each month at 7:00 p.m. to conduct normal town business.

Where does our water come from?

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally - occurring minerals and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include: microbial contaminants, inorganic contaminants, pesticides and herbicides, radioactive contaminants, and organic chemical contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations, which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our main water source is ground water drawn from the well located at the Cairo Town Park. Our water is treated with chlorine and soda ash prior to distribution. Chlorine is used to help control organic bacteria. Soda Ash raises the ph to reduce corrosion of lead, copper and galvanized piping. Our system serves approximately 300+ service connections. Well #3 located at the old reservoir property is operational as a reserve source.

Are there contaminants in our water?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, radiological and synthetic organic compounds.

The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. It should be noted that all drinking water, including bottled water, might reasonably be expected to contain at least small amounts of some contaminants. A copy of the Detected Contaminants is attached. We were not required to test for lead and copper during 2012; however, our next testing will be during 2014. Our Radiological monitoring was completed in 2008, and the parameters were less than the associated Maximum Contaminant Levels listed in the N.Y.S. Sanitary Code. Our next samples will not be due until 12/31/2017.

The presence of contaminants does not necessarily mean that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling EPA'S Safe Drinking Water Hotline (800) 426-4791 or the New York State Dept. of Health, Oneonta District Office at (607) 432-3911.

Is our water safe for everyone?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

The NYSDOH has completed a source water assessment for this system, based on available information. Possible and actual threats to the drinking water sources were evaluated. The state source water assessment includes a susceptibility rating based on the risk posed by each potential source of contamination and how easily contaminants can move through the subsurface to the wells.

The susceptibility rating is an estimate of the potential for contamination of the source water, it does not mean that the water delivered to consumers is, or will become contaminated. While nitrates (and other inorganic contaminants) were detected in our water, it should be noted that all drinking water, including bottled drinking water, might be reasonably expected to contain at least small amounts of some contaminants from natural sources. The presence of contaminants does not necessarily indicate that the water poses a health risk. The nitrate levels in our sources are not considered high in comparison with other sources in this area. See section "Are there contaminants in our drinking water?" for a list of the contaminants that have been detected.

As mentioned above, our main water supply is from one drilled well. The source water assessment has rated this well as having a very high susceptibility to microbials and nitrates and a high susceptibility to industrial solvents, and other industrial contaminants. These ratings are due primarily to the close proximity of permitted discharge facilities (industrial/commercial facilities that discharge wastewater into the environment and are regulated by the state and/or federal government), low intensity residential activities and manure piles within the assessment area. In addition, the well draws from an unconfined aquifer of unknown hydraulic conductivity. While the source water assessment rates our well as being susceptible to microbials, please note that our water is disinfected to ensure that the finished water delivered into your home meets New York State's drinking water standards for microbial contamination.

During 2012, our system was in compliance with applicable State drinking water operating, monitoring and reporting requirements. Our water is monitored daily by Department personnel and is tested monthly by JH Consulting Group Inc. Plans are moving forward to drill an additional well near the vicinity of the current well located at the Town Park property.

WHY SAVE WATER AND HOW TO AVOID WASTING IT?

Although our system has an adequate amount of water to meet present demands, there are a number of reasons why it is important to conserve water:

- ◆ Saving water saves energy and some of the costs associated with both of these necessities of life.
- ◆
- ◆ Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- ◆

- ◆ Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential fire fighting needs are met.

◆
You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:

- ◆ Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- ◆ Turn off the tap when brushing your teeth.
- ◆ Check every faucet in your home for leaks. **Just a slow drip can waste 15 to 20 gallons a day. Fix it and you can save almost 6,000 gallons per year.**
- ◆ Check toilets for leaks by putting a few drops of food coloring in the tank. Watch for a few minutes to see if the color shows up in the bowl. **It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.**
- ◆ Use your water meter to detect hidden leaks. Simply turn off all taps and water using appliances, and then check the meter after 15 minutes. If it moved, you have a leak.

Thank you for allowing us to continue providing your family with quality drinking water. In order to maintain a safe and dependable water supply, we sometimes need to make improvements that will benefit all of our customers. The cost of these improvements may be reflected in the rate structure. Rate adjustments have been necessary in order to address these improvements. We ask that all of our customers help us to protect our water sources. If you are a landlord, please share this information with your tenants. Additional copies of this report may be obtained from the Town Clerk's office located in the Town Hall. Please feel free to call if you have any questions.

Table of Detected Contaminants for the year 2012
For Well #1 (Distribution)

Substance	Highest level Allowed (MCL)	Our System Range	Our System Average Level	EPA MCLG	Source of Contaminant
Lead			90% of results		corrosion of household
7/18/2011	15ppb	.001mg/l-.015mg/l	were less than	0	plumbing systems
			0.004 mg/1		
Copper			90% of results		corrosion of household plumbing
7/18/2011	1.3ppm	0.25-1.48mg/l	0.97 mg/1	1.3	erosion of natural deposits
					leaching from wood preservatives
Nitrate					
3/7/2012			0.200		natural occurring
Sulfate					
4/12/2011			6.18		
Barium					
4/12/2011			0.0129		
Nickel					
4/12/2011			0.0009		
THM					
8/9/2010		0.012			
Sodium					
6/4/2008			13.4		
Manganese					
6/4/2008			0.01		
Chloride					
6/4/2008			20 mg/l		
Radium 226					
average			0.315 pCi/l		
Radium 228					
average			0.0.67 pCi/l		
Alpha					
average			0.665 pCi/l		

- a) Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- b) Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- c) Action Level (AL) - The concentration of a contaminant, which if exceeded, triggers treatment, or other requirements, which a water system must follow.
- d) Treatment Technique (TT) - A required process intended to reduce the level of a contaminant in drinking water.
- e) Variances and Exemptions - State or EPA permission not to meet an MCL or treatment technique under certain circumstances.
- f) ppm - parts per million or milligrams per liter (mg/1)
- g) ppb - parts per billion or micrograms per liter (mcg/1)
- h) NTU - Nephelometric Turbidity Units (a measure of turbidity)
- i) THM - Trihalomethanes
- j) pCi/l - picocuries per liter

Mathematical Conversions

* 1 mg/l = 1 ppm

* mcg/l = 1 ppb

* 1 ppm X 1000 = 1 ppb

The amounts of a contaminant allowed in drinking water are so small they are measured in ppm-equivalent to one penny in \$ 1 0,000; or ppb - equivalent to one penny in \$ 1 0,000,000.

*The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of the data though representative of the water quality, may be more than one year old.

* *Water containing more than 20 mg/l of sodium should not be used for drinking by persons on severely restricted sodium diets.

Table of Detected Contaminants for the year 2012
For Well #3 Reserve Supply

Substance	Highest level Allowed (MCL)	Our System Range	Our System Result (mg/l)	EPA MCLG	Source of Contaminant
Nitrate					
4/9/2012			<0.23		
Nickel					
3/9/2010			0.0017		
Iron					
3/9/2010			0.470		
Sodium					
3/9/2010			63.2		
Zinc					
3/9/2010			0.260		
Chloride					
3/9/2010			44.0		
manganese					
3/9/2010			0.190		
Sulfate					
3/9/2010			18		
Arsenic					
3/9/2010			0.006		
Barium					
3/9/2010			0.191		
Fluoride					
11/8/2007			0.16		
Radium 226					
average			0.235 pCi/l		
Radium 228					
average			0.537 pCi/l		
Alpha					
average			1.27 pCi/l		

a) average - equals an average of collections in April and November 2008

MEMORANDUM

DELAWARE ENGINEERING, P.C.
28 Madison Avenue Extension
Albany, New York 12203
Phone: (518) 452-1290
Fax: (518) 452-1335

TO: ALAN TAVENNER
FROM: CAIRO TOWN BOARD
DATE: MARCH 27, 2013
RE: Water & Sewer Projects Status

WATER

- The Health Department approved the Engineering Report for the new well.
- SEQR Lead Agency Determination and Negative Declaration will need to be done by the Board in April for the new well.
- Discussed with Kathy painting the tank. Town should begin planning to fund this which is likely going to cost \$200K -10 years from now. For example, accumulate \$100K in reserve and plan a 5-year note for the rest.

WASTEWATER

- Schoenecker has been fabricating the aluminum steps, gratings, etc. in his shop and will bring them on site in April. Work remains shut down due to frozen ground.
- A project meeting with Schoenecker (plant), American Evergreen (force main and pump station) and Clune (electrical) is planned for the second week of April depending on weather.
- Report to DEC on compliance and lifting moratorium is in progress. Joe has provided data. I still need to spend time with Bob or get from him photos and sketches of the "typical repairs" and totals on the tanks serviced and pumped. We anticipate being able to send this out to DEC next week.
- A decision should be made this month or next as to whether the Town wishes to increase the sewer project to include force account work for all tanks or just some of them, per the 12/12/2012 letter attached.



Delaware Engineering, PC

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

December 12, 2012

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

Subject: Cairo Wastewater System
Service cost for tanks

Dear Supervisor Banta:

As the septic pump-outs have progressed the Highway Department has been locating and opening tanks and then covering and restoring them. This work, as well as the pump-out costs is not normally eligible for reimbursement under the capital improvement project being funded by EFC. However in the course of this work the Highway Department has found so many issues with infiltration and inflow (I&I) that an inspection of all tanks and repair of problems is well justified as a means for reducing I&I. Steps to reduce I&I are within the scope of the project and the conditions observed to date will, I expect, be more than adequate to justify adding this as force account work under the project. Since excavating and restoring needs to be done to allow inspection and repairs, by coordinating this with the pump outs you should be able to avoid Highway Department costs that would otherwise be incurred in assisting with the pump-outs. Based on the costs to date and the conditions observed we are recommending that the Town apply for inclusion of the excavation, inspection, repair and restoration efforts as force account work under the existing EFC project.

Highway Superintendent Bob Hempstead prepared a summary of costs for addressing 13 random tanks. The actual cost per tank for labor and materials averaged \$624. We had originally estimated \$1000 if the work were contracted out. We believe there are 280 tanks total. So the overall cost for this work would be \$174,720. If this amount is added to the project financing and repaid at zero-percent interest over 30-years, this would be \$5824 per year in added principal repayment. Over the 600-EDUs in the District, this amounts to \$9.70 per year per EDU. This avoids the need to pay now for a large portion of the \$174,000, simply for opening and closing the tanks.

If the Town is in agreement we will prepare a force account proposal to submit to EFC to get formal approval for including this work in the project. Once that approval is obtained then you will be able to claim reimbursement for the labor and materials incurred to date and going forward.

Please call me at 452-1290 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Tavenner".

Alan Tavenner, P.E.
Senior Engineer

Highway Report

March 27, 2013

1. Snow and ice maintenance control continues. (Hopefully last of the season)
2. Septic tank at the Acra Community Center was pumped and a new septic lifter pump installed.
3. The floors were stripped, buffed, polished and sealed at the Acra Community Center. Also built cabinets, repaired, and removed old cabinets.
4. Crew working in park installing swing set and basketball court.
5. Town hall renovations ongoing. Removed carpeting in tax collector's office and library areas.
6. Excavator rented for a month to work on various FEMA sites, clean and sort stone in the quarry.
7. Culvert maintenance ongoing.
8. Crews are out cold patching as weather permits.
9. Assisted Town of Windham with bucket truck.
10. Recycling program set in place with ARC. Initiated deposit bottle redemption. First check was issued in the amount of \$211.45. Proceeds to go toward park equipment.
11. A few employees attended an all day underground utilities seminar in Albany.
12. Requested and received quotes from pest control companies.
13. Roadside trash pickup continues.
14. Ongoing issues with the library.
15. Road assessment to establish future paving schedule.
16. Court clerk prisoner holding area complete.
17. Newly designed uniforms have been ordered for the highway department
18. Traffic control sign maintenance ongoing.
19. Seasonal decorations on Main Street have been removed as of March 1st.
20. Gradall out installing drainage.
21. Rented road sweeper and sweeping has commenced this week.

22. Fuel tanks have been calibrated and certified.
23. Attended a Cornell post flood stream restoration seminar.
24. All locks will be changed in town buildings starting with the Annex.
25. On April 1st our extensive roadside cleanup will commence.



TOWN OF CAIRO SUPERVISOR'S REPORT

March 27, 2013 @ 7PM

Location: Town Hall of Cairo, Meeting Room

Notification of Meeting:

- Town Clerk's Board
- Town Hall
- Outdoor Bulletin Board
- Town Website
- Daily Mail Calendar
- Midhudson Cable
- Town Email from Clerk

Monthly Financial Report: February 2013

Zoning:

- **Zoning Meetings 2013:**
 - o January 8th @ 4pm
 - o January 15th @ 3:30pm
 - o January 28th @ 4pm
 - o February 4th @ 4pm
 - o February 15th @ 3pm
 - o February 26th @ 10am
 - o March 15th @ 9am
 - o March 26th @ 4pm
 - o April 8th @ 4pm

February 28th & March 19th meetings were cancelled

Employee Meetings 2013:

- January 23rd
- March 27th

Parks:

- Moving forward with Soccer Fields for the Town Park
- Ribbon Cutting Ceremony May 4th at noon

Office Renovation:

- Construction to start in Old Library
- Construction/renovations started in Court Offices

Annex Building Renovation:

- Plans being prepared

Mayors for Meals:

- Attended March 20, 2013

Boy Scouts Troop 43:

- Clean up Main St for service project on April 6, 2013

Earth Day Cleanup:

- April 20th in Round Top

Suicide Prevention Awareness Day:

- Monday, April 22, 2013 @ 12:30pm
- Chris Gibson Keynote Speaker

Well Water Project at Town Park:

- Preliminary approval for project received on 3/20/13
- See attached

Spring Fling Luncheon:

- April 24th @ noon for employees, officials, & volunteers
- Announce Volunteer of the Year for 2012

Insurance Claim for Ray Pacifico-Sewer Damage:

- Approved by Insurance company
- Funds disbursed

Annual Water Quality Report for 2012:

- See attached report

TOWN OF CAIRO

March 27, 2013

RESOLUTION NO. _____

“Receipt of Monthly Supervisor’s Report”

Councilperson _____ offered the following resolution and moved its adoption:

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 February, 2013.

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

March 27, 2013

RESOLUTION NO. _____

“Payment of Bills on Abstract #305”

Councilperson _____ offered the following resolution and moved its adoption:

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

RESOLVED, the Town Board does hereby authorize that Abstract #305, consisting of 2013 Vouchers #1262 through #1386 in the amount of \$198,305.83 is approved for payment.

The total amount to be paid from the:

General Fund -	\$92,002.20	Street Lighting -	
Highway Fund -	\$30,713.92	Sewer Fund -	\$3,960.30
Cap. Library Fund -	\$44,377.25	Water Fund -	\$1,818.74
Cap. Sewer Fund -	\$25,400.73	Trust & Agency -	\$32.69
Hydrant Fund -		Special Fire -	

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

March 27, 2013

RESOLUTION NO. _____

“Set Salary for Provisional Police Sergeant”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the current agreement between the Town of Cairo and the NYS Law Enforcement Officers Union, Council 82 stipulates that a Sergeant shall receive a 10% increase from the Patrolman’s Base salary; and

WHEREAS, Richard Busch was appointed as Provisional Sergeant on March 22, 2013; therefore be it,

RESOLVED, the Town Board of the Town of Cairo does hereby set the hourly wage for Richard Busch at \$20.20 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

March 27, 2013

RESOLUTION NO. _____

“Set Salary for Temporary Animal Control Officer”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, Richard Busch was appointed as temporary Animal Control Officer on March 22, 2013; therefore be it,

RESOLVED, the Town Board of the Town of Cairo does hereby set the salary to be a pro-rated bi-weekly wage based on an annual salary of \$1,200.00.

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

March 27, 2013

RESOLUTION NO. _____

“Appoint Building Department & Code Enforcement Clerk”

Councilperson _____ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby appoint Debbie Litchko as the Clerk to the Building Department & Code Enforcement Officer as of the date of March 25, 2013 at a pay rate of \$10.75 per hour not to exceed 30 hours per pay period(an average of 15 hours per week) unless otherwise approved by the Code Enforcement Officer & Town Supervisor.

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 _____

**COUNTY OF GREENE
TOWN OF CAIRO**

**RESOLUTION CALLING FOR REPEAL OF THE ENACTMENT OF THE NEW YORK
SAFE ACT**

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and that this right is regarded as an inalienable right of the people of the Town of Cairo; and

WHEREAS, the lawful ownership and use of firearms is, and has been, a valued tradition in the Town of Cairo and that the right to bear arms is exercised by many Town residents for which the Town derives economic and environmental benefits from safe forms of recreation involving firearms which includes hunting and target shooting; and

WHEREAS, our New York State representatives could not and did not have the time to request and receive the input of their constituents regarding this matter which is the stand by which the Town of Cairo holds itself to when it comes to the enactment of such a controversial law and is a matter of simple due process; and

WHEREAS, the crafting of the New York SAFE Act resulted in complex policy changes, many subject to interpretation and are confusing to a vast number of public officials as well as the law enforcement officials who are required to enforce and explain them; and

WHEREAS, in our opinion, there was no reason for the Governor to use a message of necessity to bring this bill to vote immediately and bypass the three day maturing process for all legislation; and

WHEREAS, requiring law-abiding firearms owners to verify ownership of certain types of firearms every five years, in addition to registering them on their permits, which now must also be renewed every five years, does not increase the safety of the public and is unnecessarily burdensome to the residents of New York State; and

WHEREAS, the only persons who will comply with the new high-capacity magazine ban are law-abiding citizens, leaving the same high-capacity magazines in the hands of those who choose not to obey the law; and

WHEREAS, requiring documentation of all ammunition sales in New York State, as provided for in this legislation, is a significant unfunded mandate on businesses and is a back-door approach to all firearms registration; and

WHEREAS, this legislation fails to offer any meaningful solution to firearms violence and places increased burdens where they do not belong, square on the backs of law-abiding citizens; and

WHEREAS, while there some areas of the legislation that the Town of Cairo finds encouraging, such as addressing glaring shortcomings in the mental health system, the strengthening of Kenda's Law and Mark's Law (which provides additional penalties for assaulting first responders), as well as privacy protections for pistol permit holders, by and large, we find the legislation does little more than negatively impact lawful firearms ownership;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Cairo Town Board does hereby demand the repeal of all the section of the New York SAFE Act which we believe infringes upon the right of the people to keep and bear arms; and is in our opinion, unconstitutional under both the Federal and State Constitution; and

BE IT FURTHER RESOLVED, that the Town of Cairo strongly encourages the members of the New York State Legislature to hold public hearings to address the issue of gun violence in a way that will produce meaningful results; and be it further

RESOLVED, that the Town of Cairo Town Board requests that the member of the New York State Senate and Assembly who represent all or part of the Town of Cairo, to reply in writing, with their views on, actions taken, in support of, or opposition to, the New York SAFE Act; and be it further

RESOLVED, that copies of this resolution be sent to Governor Andrew Cuomo, Senator Cecelia Tkaczyk, Assemblyman Peter Lopez and the New York State Association of Town.

TOWN OF CAIRO

March 27, 2013

RESOLUTION NO. _____

“Authorization for Highway Superintendent Robert F. Hempstead
To Bid on One 1997 Ford L8000 Dump and Salter Truck Through Auctions International”

Councilperson _____ offered the following resolution and moved its
adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the
Highway Superintendent Robert F. Hempstead to bid on one 1997 Ford L8000 Dump and
Salter Truck through Auctions International.

BE IT FURTHER RESOLVED, that the purchase price will not exceed \$45,000.00

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 _____

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 20, 2013

Alan Tavenner, P.E.
Delaware Engineering, P.C.
28 Madison Avenue Extension
Albany, NY 12203

Re: PWSID #NY1900025
DWSRF #15255/16963; Log #19176
Preliminary Engineering Report (Nov. 2012)
Source Capacity Development
(T) Cairo, Greene County

Dear Mr. Tavenner:

Our office has reviewed the above referenced preliminary engineering report for a groundwater source development project. We hereby endorse this report with the following comments:

1. Before commencing the final yield test of any well please forward a well testing/sampling protocol to this office for review and acceptance.
2. A final well pump testing/water quality report must be submitted to this office for review and acceptance before placing any new well into service.
3. A NYSDEC water supply permit will likely be required for this project. Please contact that agency to confirm.

Please contact me at dsp01@health.state.ny.us or (518) 402-7676 with any questions.

Sincerely,



David S. Phillips, P.E.
Public Health Engineer 2
Bureau of Water Supply Protection

cc: NYSDOH Central Region, Attn: Mr. Swider
NYSDOH Oneonta District, Attn: Mr. Finch

Center for Environmental Health, Corning Tower, Empire State Plaza, Albany NY 12237

LEASE

LEASE made as of _____, between THE TOWN OF CAIRO, with offices at Main Stree, Cairo, NY 12413, hereinafter referred to as "Landlord" and

THE CAIRO CHAMBER OF COMMERCE, with offices at _____, hereinafter referred to as "Tenant"

RECITALS:

Landlord owns a parcel of property with a structure containing office space known as the Town Hall Annex in the Town of Cairo, Greene County, New York. Landlord wishes to lease to Tenant and Tenant wishes to take from Landlord that portion of said property consisting of approximately _____ square feet, the of which being ___ years, commencing on _____, at an annual rental of \$_____ to be paid on or about _____, and on the following additional terms and conditions:

FIRST: Tenant will punctually pay the rent as herein provided without offset for any reason, by check or money order mailed or delivered personally to Landlord at the address set forth above.

SECOND: Tenant shall occupy the Premises solely for the purpose of offices for the conducting of Chamber of Commerce business.

THIRD: Landlord will pay all fire and extended coverage insurance premiums (not including Tenant's property) and heat and to clean all common spaces of structure. Tenant will pay for all electricity for the Premises for the term of this Lease and will arrange for removal of its trash and garbage.

FOURTH: Tenant shall and will throughout the term of this Lease, at its own cost and expense, keep itself and the Landlord insured against public liability and casualty in the limits of at least \$1,000,000 for personal injury and death, and \$1,000,000 for property damage or loss suffered or claimed to have been suffered by persons in and about the Premises. Tenant shall deliver a certificate attesting to said insurance coverage to Landlord prior to the commencement date of this Lease.

FIFTH: Tenant will, at its own expense, take good care of the Premises and appurtenances thereto, and will surrender them to Landlord at the termination of this Lease in as good condition and repair as they were in at the commencement of the term, except for reasonable wear and tear, damage against which Landlord is compensated for by insurance and damage which it is Landlord's duty to maintain as hereafter in this Lease set forth. Landlord will, at its own expense, make all structural repairs.

SIXTH: Tenant will not make or allow to be made any alterations or additions to Premises without first obtaining Landlord's written consent.

SEVENTH: Tenant shall permit Landlord or his agents to enter the Premises for the purposes of inspection and necessary repair at reasonable hours.

EIGHTH: Landlord shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and town governments and of any and all their departments and bureaus applicable to the Premises or to the sidewalks, roadway, streets or alleys thereabouts.

NINTH: Tenant, its successors and assigns, shall not assign, mortgage or otherwise encumber this Lease or sublet the Premises.

TENTH: If Tenant defaults in the performance of any of the covenants or conditions herein contained, other than the covenants to pay rent, Landlord may give to Tenant ten days' written notice thereof, and if such default has not been cured or the objectionable conduct stopped within said ten day period, then at the expiration of said ten days Landlord may give Tenant five days' notice of the termination of this Lease, and at the expiration of said five days' notice the term of this Lease shall expire and Tenant shall then surrender the leased premise to Landlord, but Tenant shall remain liable as hereinafter provided. In case of default by Tenant in the payment of rent, or if the ten-day notice above provided for shall have been given and the ten-day period shall have elapsed without such default having been cured or the objectionable conduct having been stopped, and the five-day notice above provided for shall have been given and the five day period shall have elapsed, or if the leased premises becomes vacant or deserted, Landlord may at any time thereafter resume possession thereof by any lawful means, and remove Tenant or other occupants and their effects, by dispossess proceedings, or otherwise, without being liable to prosecution or damage therefor, and holding the premises as if this Lease had not been made. In any case, Landlord may at Landlord's option relet the premises or any part thereof as agent of Tenant or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as Landlord may have incurred in connection with said resumption of possession and reletting, including brokerage, cleaning, repairs and decorations, and then to the payment of rent and performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has relet, to pay to Landlord the rent and other sums herein agreed to be paid by Tenant, less the proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Tenant on the several rent days above specified. Tenant hereby waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by any law now or hereafter in force.

ELEVENTH: Landlord covenants that Tenant, on paying the rent reserved and performing the covenants and agreements herein contained shall at all times during the demised term peaceably and quietly have, hold and enjoy the Premises in accordance with covenants, encumbrances and restrictions applicable thereto.

TWELFTH: This Lease may not be altered, modified or canceled except by an instrument in writing duly acknowledged by the parties hereto.

THIRTEENTH: All notices may be given by mail addressed to the Tenant at _____, and to the Landlord at Town Hall, Main Street, Cairo, NY 12413 or such further addresses as may be given to the other party during the term of this Lease.

FOURTEENTH: The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

FIFTEENTH: The Tenant and its agents, officers and employees will neither hold itself out as, nor claim to be, an officer or employee of the Landlord by reason of this Lease or by reason of occupying the Premises nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Landlord.

SIXTEENTH: The Tenant agrees to indemnify and save the Landlord, its officers, agents and/or employees harmless from any liability imposed upon the Landlord, its officers, agents and/or employees arising from the negligence, active or passive, of the Tenant by reason of this Lease or by reason of occupying the Premises.

SEVENTEENTH: The Supervisor of the Town of Cairo has executed this Lease pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on March 27, 2013. Ted Banta, III, Supervisor, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into this Lease on behalf of the said Town. This instrument shall be executed in duplicate. A copy of this Lease shall be permanently filed after execution thereof, in the office of the Clerk of the Town.

EIGHTEENTH: All the provisions, covenants and conditions contained in this Lease shall apply to and bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TED BANTA III, SUPERVISOR

Cairo Chamber of Commerce, By:

State of New York)
County of Greene) ss.:

On the day of in the year before me came, the undersigned, a Notary Public in and for the said State, personally appeared TED BANTA III, SUPERVISOR personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)

County of _____) ss.:

On the _____ day of _____ in the year _____ before me came, the undersigned, a Notary Public in and for the said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ARTICLE 3. PERMITS AND REGULATIONS

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

ARTICLE 4. 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 5. 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 this Agreement, or its power to execute this Agreement, to another person or corporation without the previous consent in writing of the Town.

ARTICLE 6. 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 Cairo at a meeting thereof held on March 27, 2013. Ted Banta, III, 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.

ARTICLE 7. 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, Town Hall, Main Street, Cairo, NY 12413

To Contractor: Cairo Chamber of Commerce, Cairo, NY 12413

ARTICLE 8. 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.

