



TOWN OF CAIRO

GENERAL/REGULAR MEETING AGENDA

June 12, 2013 @ 4:00PM

Location: Town Hall, Cairo

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: May 22, 2013

Work Sessions with Departments as applicable: Code Enforcement, Water & Sewer, Summer Rec

Appointments & Resolutions

Unfinished Business:

- **John Wernet Sr. Clean up**
- **Humane Society**

New Business:

- **Trapping & Hunting law**
- **Dog Control Contract**
- **Banners Program Extension**
- **Summer Recreation Program 2013**
- **Updated Fireworks Contract for 2013**
- **Schedule next Zoning Meeting**
- **Schedule Climate Smart Communities Program Meeting**
- **Vendors/Peddlers Law**
- **Cairo Fire District**

Correspondence

- **Marine Corps League Acknowledgement**

Adjournment



Minutes

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

May 22, 2013

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

Supervisor Ted Banta, called the meeting to order at 7:00 PM and then asked the attendees to Pledge Allegiance to the Flag. The following Board Members were in attendance: Councilpersons Ostrander, Councilperson Puorro, Councilperson Joyce. Councilperson Suttmeier was absent.

The minutes from the May 8, 2013 Workshop were accepted by Councilperson Ostrander and seconded by Councilperson Joyce.

The Town Board went over the Department Reports.

Superintendent of Highways Robert Hempstead reported on work being done in the Buildings and Grounds and Highway Dept. He also reported they have started cleaning the Cemeteries in town.

Assessor Janice Hull spoke to Board about the Equalization Rates. There will be a Grievance Day held on Tuesday, May 28, 2013 at 6:00 PM.

Water and Sewer Administrator Kathy Jurgens reported they received a tapping fee from Hannaford.

The Board discussed different properties that have been abandoned. Councilperson Ostrander suggested writing a letter to the bank informing them the property needs to be cleaned up.

Supervisor Banta went over the Supervisor's Report. (See Supervisor's Report)

Supervisor Banta spoke about the Memorial Day Parade. Line-up will be down by the new Hannaford.

He also informed Board of the new Experience Works person, Mauve Bolger.

Sergeant Busch reported the Camera system in park is working again. Also there is an ongoing complaint with ice cream truck parked outside of school every day. Superintendent made a deal with the truck. He also reported they responded to dog complaints at the Buddha Temple in South Cairo.

Resolution No. 125 -13 "Receipt of Monthly Supervisor's Report" offered by Councilperson Puorro and seconded by Councilperson Ostrander:

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 April, 2013.

All members in favor – motion carried.

Resolution No. 126 -13 "Accepting Water Penalties dated May 15, 2013" offered by Councilperson Ostrander and seconded by Councilperson Joyce:

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

RESOLVED, that the Town Board of the Town of Cairo accepts the Water Penalties as presented from the Water Administrator in the amount of \$1,269.65, dated May 15, 2013.

All members in favor – motion carried.

Resolution No. 127-13 “Accepting Sewer Use Billings Dated May 1, 2013”

offered by Councilperson Puorro and seconded by Councilperson Ostrander:

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

RESOLVED, that the Town Board of the Town of Cairo accepts the Sewer Use Billings as presented from the Sewer Administrator in the amount of \$31,580.14, dated May 1, 2013.

All members in favor – motion carried.

Resolution No. 128 -13 “Payment of Bills on Abstract #309” offered by

Supervisor Banta and seconded by Councilperson Ostrander:

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 #309, consisting of 2013 Vouchers #1552 through #1648 in the amount of \$151,464.20 is approved for payment.

The total amount to be paid from the:

| | |
|---------------------------------|--------------------------|
| General Fund - \$63,722.73 | Street Lighting - |
| Highway Fund - \$13,933.38 | Sewer Fund - \$11,816.12 |
| Cap. Library Fund - \$10,615.62 | Water Fund - \$ 773.33 |
| Cap. Sewer Fund - \$50,560.73 | Trust & Agency – \$42.29 |
| Hydrant Fund – Special Fire - | |

All members in favor – motion carried.

Resolution No. 129 -13 “Amend 2013 Budget to Reflect Receipt of Justice

Court Assistance Program (JCAP) Grant Monies and Expense of Equipment Purchased”

offered by Councilperson Puorro and seconded by Councilperson Joyce:

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

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

RESOLVED, the Town Board does hereby authorize the Town Supervisor to amend the expense line item A-1110.406 Contractual Grant to reflect the increase in General Fund Appropriations \$2,471.17 and; increasing the revenue line item A-3021 Court Facilities to reflect the increase in General Fund Revenue in the amount of \$2,471.17 in the 2013 budget.

All members in favor – motion carried.

Resolution No. 130 -13 “Amend 2013 Budget to Reflect Receipt of D.A.R.E monies and Expense of Supplies Purchased” offered by Councilperson Joyce and seconded by Councilperson Ostrander:

WHEREAS, the town received D.A.R.E funds for the purchase of supplies for the town sponsored D.A.R.E Program; and

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

RESOLVED, the Town Board does hereby authorize the Town Supervisor to create the expense line item A-3120.452 Police – DARE Contractual to reflect the increase in General Fund Appropriations \$2,461.99 and; increasing the revenue line item A-2070 Contributions-private agency-youth to reflect the increase in General Fund Revenue in the amount of \$2,461.99 in the 2013 budget.

All members in favor – motion carried.

Resolution No. 131 -13 “Town of Cairo Election Poll Site” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

WHEREAS, the Board of Elections has requested on May 21, 2013 that the Poll Site in the Town of Cairo change from the Lutheran Church Hall to the Cairo Public Library for general elections, which are held on the first Tuesday after the first Monday, each November; also included would be the June and September Primaries and Presidential Primary every four years; therefore, be it,

RESOLVED, that the Town Board of the Town of Cairo hereby approves the change of poll site to the Cairo Public Library.

All members in favor – motion carried.

A resolution was tabled until the Workshop to Authorize Town Supervisor to Seek RFP for Professional Engineer.

Unfinished Business

Supervisor Banta informed Board that there has been a new mobile home park license request. The Board discussed what the Trailer Park and Mobile Home Park Law covers. Some

campgrounds are governed by NYS. The law was put into effect 1970. The Board discussed amending the law by taking the campgrounds out of the law and to continue to govern the Mobile Home Parks. Board will continue to discuss this and amend the law.

The Board discussed the Wernet cleanup and that the County does not want to be involved in the cleanup. Highway Dept. will take a look at the property and report back to the Board and they will decide what legal action needs to be taken.

Supervisor Banta is still waiting on Alan Tavaner for information on the Wellhead Protection Law.

Tom Baldwin, of the Board of Appeals submitted questions to the Board as to some issues that have come up. Supervisor Banta is working on replying to him.

Supervisor Banta informed Board Members there was a copy of a Vendor and Peddlers Law in their packet for them to look over. Board will discuss and try to take some action.

New Business

Attorney Tal Rappleyea a template for RFP for solar energy. Councilperson Ostrander explained to the Board the original idea was to work with an engineer to create a solar farm either down in the quarry or old dump site. He explained they received a drawing from the Architect as to putting panels on the Library roof. They are concerned whether or not the roof was built for it. Board would like to take action at the next workshop.

Resolution No. 132 -13 “Board to Move into Executive Session” offered by Councilperson Joyce and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby move into Executive Session at 8:10 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. 133 -13 “Board to exit Executive Session” offered by Councilperson Suttmeier and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit Executive Session at 9:05 PM.

All members in favor – motion carried.

Resolution No. 134 -13 “Authorize Supervisor to Sign Escrow Agreement” offered by Councilperson Ostrander and seconded by Councilperson Joyce:

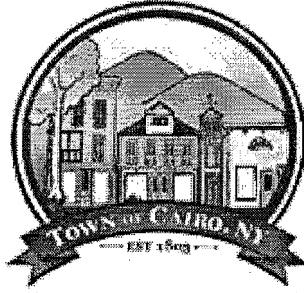
BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Supervisor to sign the escrow agreement between The Palombo Group and the Cairo Public Library.

All members in favor – motion carried.

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

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk



TOWN OF CAIRO

WORK SESSION ISSUE/ITEM

Email to: supervisor@townofcairo.com

Or, place it in the Supervisor's mailbox in Town Hall

Date of Work Session: June 12, 2013

Date Submitted: June 7, 2013

From: Stacy Sprague Code Enforcement

Department: Building + Code Enforcement

Description of issue or matter to be discussed:

Unsafe Structure located at 15 Woodstock Drive. I need
Town Board Approval as stated in Local Law 2 of 1991
Unsafe Structures to move forward with the requirements
of the Law in order to enforce Order To Remedy.

☐ Please check if supporting documentation or information is attached

☒ Please check if you will be present to discuss the matter at the Work Session

If not, who will be attending _____

☐ Please check if no one will be present to discuss the matter at the Work Session

Signature: Stacy Sprague

TOWN OF CAIRO

June 12, 2013

RESOLUTION NO. _____

**“Authorization for Highway Superintendent to Attend Cornell
Local Roads Highway Superintendent’s Annual School”**

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 to attend the Cornell Local Roads Highway Superintendent’s Annual School June 3-5, 2013.

BE IT FURTHER RESOLVED, that hotel expenses will be reimbursed according to the Town of Cairo Travel Policy. All other expenses will be incurred by the Highway Superintendent.

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 _____



Robert F. Hempstead
Town of Cairo Highway Superintendent

755 Route 145
Cairo, NY 12413
518-622-9515
518-622-3185 Fax
518-965-1266 Cell

highwaysuper@townofcairo.com

To Board Members

Attached is a resolution to attend Highway School in Ithaca. Last year I incurred all expenses personally.

During the budget process, part of my benefit package went to the administration and education line item.

This year I will be utilizing the Town of Cairo's Highway Superintendent's vehicle as transportation to the school. Also, I reserved a hotel room for two nights at a rate of \$118.00 per night with the Town of Cairo's credit card and will be submitting the bill as per the travel policy.

I, personally, will be responsible for all other expenses incurred during training.

If you have any questions or concerns, as always, please feel free to contact me.

Thank you.

Robert

TOWN OF CAIRO

June 12, 2013

RESOLUTION NO. _____

“Authorize Amendments to the Library’s Capital Fund Project Form E”

Supervisor _____ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the following amendments to the Library’s Capital Fund Project Form E:

Other Funding Source(s)

Local: reduce the amended value of \$58,516.98 the total amount of the local fundraising project to zero. The fundraising amount of \$58,579.10 was submitted to the town to use towards payment on BAN Principal

Total amount of Other Funding Source(s) is \$282,544.00 from (2) New York State DLD Grants.

BE IT RESOLVED, that Administrative line items be amended as follows:

A.2 Administrative Bonding: Increase \$8,700.00 per Additional Services Agreement dated May 23, 2012 with Rapport Myers LLP making the Approved Budget \$21,700.00. The additional \$8,700.00 will be deducted from Contingency.

A.4 Fiscal Coordination: Reduce Fiscal Coordination from \$10,000.00 to Zero (\$0).

A.8 Miscellaneous: Reduce Miscellaneous from \$13,000.00 to \$8,122.09.

BE IT FURTHER RESOLVED, that Technical Services line items be amended as follows:

B.1.c Contract Administration: Increase Contract Admin (BRMA) to \$105,180.00 for the remaining contract administration. The additional \$11,775.00 will be deducted from Contingency.

B.1.f Misc. Operating Expenses & Insurances: Reduce from \$5,005.00 to \$2,947.00.

B.1.g General Administration: Reduce from \$12,000.00 to \$7,285.61.

BE IT FURTHER RESOLVED, that Construction line items be amended as follows:

C.1.i Contract 9 FFE: Reduce from \$200,871.00 to \$189,374.93.

C.2.a Collection Relocation/Start Up: Reduce from \$30,000.00 to \$5,338.00.

C.2.b IT/Data: Reduce from \$90,000.00 to \$69,667.14.

These increases and reductions will make the Contingency line item \$396,947.12, a net increase of \$57,666.23.

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

June 12, 2013

RESOLUTION NO. _____

“Authorize Town Supervisor to Sign Additional Services Agreement for Butler Rowland Mays Architects, LLP”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the original architectural services contract for the Library Project provided services through June 13, 2012. The extension of services agreement dated May 31, 2012 and revised July 20, 2012 extended BRMA’s contract for architectural services through December 31, 2012; and

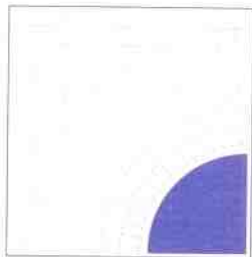
WHEREAS, it is necessary to extend the architectural services contract until September 30, 2013 the anticipated date of final completion provided by the USDA; therefore be it

RESOLVED, the Town Board of the Town of Cairo does hereby authorize the Town Supervisor to sign the BRMA additional services authorization dated May 31, 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 _____



BUTLER ROWLAND MAYS

ARCHITECTS,
LLP

57 West High Street
Ballston Spa, NY 12020

PH: 518 • 885 • 1255
FAX: 518 • 885 • 1266
www.brmarchitects.com

ARCHITECTURE

INTERIORS

ROOFING

Steven G. Rowland, RA
Paul K. Mays, RA

ADDITIONAL SERVICES AUTHORIZATION ATTACHMENT

Re: Contract Time Extension
Cairo Public Library
Architect's Project No.: 10•33•08

May 31, 2013

Between the Owners: Cairo Public Library (the Library)
15 Railroad Ave, PO Box 720
Cairo, NY 12413

Town of Cairo (the Town)
512 Main Street
Cairo, NY 12413

and the Architect: Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

PROJECT NAME AND ADDITIONAL SERVICES DESCRIPTION:

Cairo Public Library, New Construction and Related Sitework (Architect's Project No. 10•33•08)
– Contract Time Extension - Extension of timeframe for Architect's services

ORIGINAL CONTRACT DATE:

AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect dated June 13, 2010.


I. ADDITIONAL SERVICES:

The original architectural services contract provided services through June 13, 2012. The extension of services agreement dated May 31, 2012 and revised July 20, 2012 extended BRMA's contract for architectural services through December 31, 2012. The attached summary extends these services through September 30, 2013; the date of final completion provided by the USDA.

It is anticipated that this will be the final contract extension. However BRMA reserves the right, if the final disposition of additional hours is materially changed from this estimate as a result of required paperwork and site visits, to adjust the fee accordingly, as mutually agreed with the Owner(s).

The appropriate Library and Town representatives shall execute this additional services authorization by signing and forwarding four original copies to the USDA for signature. The USDA will return one fully executed original to the Library, one to the Town, and one to our office. We look forward to continuing to work on this project.

Respectfully submitted,

Paul K Mays, RA 
Principal
Butler Rowland Mays Architects, LLP
Signature Page Follows as Page 2 of 2

Attached: Cairo Public Library – Additional Services Summary

I/We authorize Butler Rowland Mays Architects, LLP to perform the ADDITIONAL SERVICES listed above.

The Library:

Signature: Dean V. Lavin
For the
Cairo Public Library

Printed Name: DEAN V. LAVIN Dean Lavin

Title: _____ President, Board of Trustees

Date: 6/11/13

The Town:

Signature: _____
For the
Town of Cairo

Printed Name: _____ Ted Banta

Title: _____ Town Supervisor

Date: _____

The USDA:

Signature: _____
For the
US Department of Agriculture, Rural Development

Printed Name: _____ Kimberly D Peden

Title: _____ State Architect

Date: _____

The Architect:

Signature: Paul K Mays
For the
Architect

Printed Name: _____ Paul K Mays

Title: _____ Principal

Date: 06.03.2013

Cairo Public Library
Additional Services Summary

| Time Period | Scope of Work | Hours of Work | Hourly Rate | Sub-Total |
|---------------------------|---|-------------------|-------------|---|
| | Invoice # 31 | Previously Billed | | \$1,590.00 |
| | Invoice # 32 | Previously Billed | | \$1,895.00 |
| | Invoice # 33 | Previously Billed | | \$1,045.00 |
| May 10 - 31, 2013 | Construction Contract 8 - Coordinate completion of final punch list work, final payment application review and submission, close out documentation review and submission. | 7 | \$95.00 | \$665.00 |
| | PKM Review | 0.5 | \$150.00 | \$75.00 |
| | BAN / Bonding and Form E Coordination with Town Bookkeeper, Bond Council and USDA Representative. | 4 | \$95.00 | \$380.00 |
| | Form E Modifications | 2 | \$95.00 | \$190.00 |
| | Attorney / TPG Correspondence | 1 | \$95.00 | \$95.00 |
| | Sub-Total: | | | \$1,405.00 |
| June 3 - 30, 2013 | Construction Contract 3 - Final payment application review and submission, close out documentation review and submission. | 6 | \$95.00 | \$570.00 |
| | PKM Review | 2 | \$150.00 | \$300.00 |
| | Coordination with Attorney regarding TPG payment application and close out documentation. | 4 | \$95.00 | \$380.00 |
| | BAN / Bonding and Form E Coordination with Town Bookkeeper, Bond Council and USDA Representative. | 6 | \$95.00 | \$570.00 |
| | Form E Modifications for Form E # 18 | 3 | \$95.00 | \$285.00 |
| | PKM Review | 0.5 | \$150.00 | \$75.00 |
| | Form E # 18 - Development and Submission | 4 | \$95.00 | \$380.00 |
| | Form E Modifications for Final Form E | 3 | \$95.00 | \$285.00 |
| | PKM Review | 1 | \$150.00 | \$150.00 |
| | Sub-Total: | | | \$2,995.00 |
| July 1 - 31, 2013 | Final Form E - Development and Submission | 4 | \$95.00 | \$380.00 |
| | PKM Review | 1 | \$150.00 | \$150.00 |
| | USDA Close Out Documentation Final Submission | 12 | \$95.00 | \$1,140.00 |
| | PKM Review | 4 | \$150.00 | \$600.00 |
| | Sub-Total: | | | \$2,270.00 |
| August 1 - Sept 30, 2013 | Miscellaneous Coordination, Clarification, Assistance with USDA & Owner | 4 | \$95.00 | \$380.00 |
| | PKM Review | 1 | \$150.00 | \$150.00 |
| | Sub-Total: | | | \$530.00 |
| TOTAL ADDITIONAL SERVICES | | | | \$11,730.00 |
| | | | | (Including Previously Billed Invoices #31-33) |

TOWN OF CAIRO

June 12, 2013

RESOLUTION NO. _____

**“Authorization for the Supervisor to Sign the
Fireworks Contracts for 2013”**

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the Town Board authorized the Town Supervisor on April 24, 2013, to sign the Fireworks Agreement with Misbehaven Fireworks, and since that time, the same agreement has been updated, and a summary agreement has been provided by Misbehaven Fireworks; therefore,

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Town Supervisor to sign the updated Fireworks Contracts for 2013 for the July 4, 2013 fireworks presentation with Misbehaven Fireworks Corp.

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 ____

AGREEMENT

THIS AGREEMENT, entered into this _____, 2013, by and between the Town of Cairo, New York ("the Town"), a municipal corporation organized and existing under the laws of the State of New York with offices at Main Street, Cairo, NY 12413 and Misbehaven Fireworks Corp. (the "Contractor") with offices at 3062 Old Kings Rd, Catskill, NY 12414;

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR

The Contractor shall furnish all activities and services in connection with the presentation of fireworks at the Town of Cairo, July 4, 2013 celebration for a minimum duration of 16 to 18 minutes. The Town shall pay the sum of \$4,000.00 for such services-see attached fireworks format/itemization for description of show package.

ARTICLE 2. CONTRACTOR'S INSURANCE

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

(a) Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder.

(b) General Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract. The amounts of such insurance shall be as follows:

General liability insurance in an amount not less than \$2,000,000 for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount not less than 1,000,000 on account of any one occurrence.

Property damage insurance in an amount not less than \$1,000,000 for damage on account of all occurrences.

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

The Contractor will maintain aggregate and worker's compensation insurance and provide pyrotechnicians and equipment for the display.

(c) Any accident shall be reported to the office of the Supervisor as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be

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

ARTICLE 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 _____, 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, 512 Main Street, Cairo, NY 12413

To Contractor: Misbehaven Fireworks Corp., 3062 Old Kings Rd, Catskill, NY 12414

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.

ARTICLE 9. MODIFICATION

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

ARTICLE 10. APPLICABLE LAW

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

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

TED BANTA, III, SUPERVISOR
TOWN OF CAIRO



RICH PILATICH
MISBEHAVEN FIREWORKS CORP.


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

On the day of in the year 2013 before me came, the undersigned, a Notary Public in and for the said State, personally appeared TED BANTA, III 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 GREENE ss.:

On the 22 day of May in the year 2013 before me came, the undersigned, a Notary Public in and for the said State, personally appeared RICH PILATICH 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

LINDA KUEVER
Notary Public, State of New York
No. 01KU6077922
Qualified in Greene County
Commission Expires July 22, 20 14

MISBEHAVEN FIREWORKS CORP
3062 OLD KINGS RD
CATSKILL, NY 12414
518-755-4561

Proposal for July 4, 2013 to the Town of Cairo

MISBEHAVEN FIREWORKS CORPS plans to offer as follows:
16 to 18 min fireworks extravaganza.

Description of show package \$ 4000.00 Total Cost
Opening:

50 2.5 inch assorted colors and salutes
20 5 inch assorted colors

Body:

6 2.5 inch roman candles
60 2.5 inch assorted colors
100 3 inch assorted colors
50 4 inch assorted colors
30 5 inch assorted colors
20 6 inch assorted colors
100 shot z shape silver fish and blue star cake
300 shot silver bee's cake - 180 shot gold crackling grass
50 shot palm mines - 140 shot gfx cake

Finale

100 2.5 inch assorted color and salutes
104 3 inch assorted color and salutes
40 4 inch assorted colors
20 5 inch assorted colors

1- AMERICAN FLAG SET PIECE

**MISBEHAVEN FIREWORKS CORP
3062 OLD KINGS ROAD
CATSKILL, NEW YORK 12414
TEL (518) 755-4561**

CONTRACT FOR FIREWORK DISPLAY

SPONSORS: Town of Cairo
DATE OF DISPLAY: 7/04/2013
LOCATION: Angelo Canna, Town Park, Cairo NY, 12413
SHOW PRICE: \$ 4000.00
Fireworks duration: 16 TO 18 MINUTES

We are undersigned, being interested in a Fireworks Display for Town of Cairo, Agree to pay a price of: \$ 4000.00 for the display agreed upon, which will be furnished by Misbehaven Fireworks.

The undersigned, (Buyer) intending to be legally bound, agree as follows:

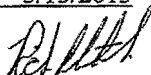
- 1) Sponsor to make a deposit of 50 % upon acceptance of bid and balance to be paid on the date of display.
- 2) Sponsor are required to pay all permit fees according to Town , Village or City rates.
- 3) If the event is on land, sponsor will furnish police and/or crowd security personnel, provide proper parking supervision and insure adequate patrol of the safety zone as marked and secured by the sponsor until Misbehaven Fireworks advises that it is no longer necessary.
- 4) If the event is over water, Misbehaven Fireworks will be responsible for Maritime permit and control of safety zone
- 5) Misbehaven Fireworks reserves the right to terminate the display in the event persons, vehicles, or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce safety regulations.
- 6) Misbehaven Fireworks will furnish all applicable licenses and paper work for permit, \$ 2,000,000.00 liability insurance. Aggregate and Workman's Compensation Insurance and provide pyrotechnicians and equipment for the display.
- 7) Hold harmless Misbehaven Fireworks Corp from any claims that do not directly relate to damage produced by pyrotechnic materials supplied by Misbehaven Fireworks.
- 8) If winds exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsors and Misbehaven Fireworks.
- 9) Rain date; TBD POSTPONEMENT by 11:30 day of display or 10 % charges occur

Misbehaven Fireworks Corp upon acceptance of contract in writing , agrees to fulfill the contract in a workmanlike and professional manner.

Accepted on behalf of;

Name: _____
Date: _____

Name: MISBEHAVEN FIREWORKS CORP
Date: 5/15/2013



TOWN OF CAIRO

June 12, 2013

RESOLUTION NO. _____

**“Authorization for the Supervisor to Sign the
Columbia-Greene Humane Society/SPCA Agreement for 2013”**

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the Town Board of the Town of Cairo authorized the Town Supervisor on March 13, 2013, resolution 76-13 to sign the agreement between the Columbia-Greene Humane Society and the Town of Cairo for the calendar year 2013 for Dog Shelter Services; and at that time, the Town Board did not have a copy of the agreement to review, but approved the agreement under the same terms as 2012 for the new calendar year of 2013; and, further, on this date June 12, 2013, the Town Board has been presented with the 2013 agreement; therefore,

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Town Supervisor to sign the agreement between the Columbia-Greene Humane Society and the Town of Cairo for 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 _____



Columbia-Greene
HUMANE SOCIETY/SPCA

Columbia-Greene Humane Society/SPCA

125 Humane Society Road, Hudson, NY 12534

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

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

Facebook: www.facebook.com/cghs.org

Celebrating Over 55 Years of Caring for Animals in Need

Chairperson of the Board

Charlene Marchand

1st Vice Chairperson

Peter Hogan, C.P.A.

2nd Vice Chairperson

David Robinson, P.E.

Treasurer

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

Secretary

Gisela Marian

Members

Hollie Adams

James Carlucci, Esq.

Jennifer Donoghue

Robert Gibson, Esq.

Sharyn Richards-Marks

Past Vice Chair

Hon. Jonathan D. Nichols

Volunteer Event

Coordinator

Jennifer Newton

**Veterinarian Advisory
Committee**

Jerry Bilinski, D.V.M.

Barbara Clayton, D.V.M.

Anina la Cour, D.V.M.

Thomas Phillips, D.V.M.

Danielle Sand, V.M.D.

Sue Tanner, D.V.M.

Honorary Life Members

Hollie Adams

Fred Bernockie

Darlene Bilinski

Jerry Bilinski, D.V.M.

Deborah Cohen

Elaine Gruener

Eric Hannay

Patricia Harman

Patricia Kenehan

Jane Krebs

Jim Krebs

Charlene Marchand

Gisela Marian

Edgar M. Masters

Barbara McCullough

Greg McEldowney

Anne Weinberg

Michael Wilson

President & CEO

Ronald Perez, Jr.

AGREEMENT

Between

Columbia-Greene Humane Society/SPCA

And

The ~~Town/Village/City~~ of

CAIRO

THIS AGREEMENT is made for the period of January 1, 2013 through December 31, 2013, between the Town of CAIRO, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

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

WITNESSETH:

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

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

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

be open daily between the hours of 11:30 a.m. to 4:00 p.m., with legal holidays, Wednesdays, and Sundays excepted, during the term of this Agreement. Such shelter shall be maintained in an approved location in the Town of Claverack so as to not be reasonably objectionable to the residents thereof.

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

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

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

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

SEVENTH: A: In consideration of the complete performance by the Humane Society of the terms of this Agreement, the Municipality hereby agrees to pay the Humane Society in the amount of \$305.00 per dog due upon receipt of an invoice to be mailed within the month following the month for which the invoice applies. This fee can be reduced to \$75.00 in the sole case that the owner redeems the impounded dog within twenty-four (24) hours of its arrival at the Humane Society. Wednesdays and Sundays, from 12:01 a.m. until 12:00 midnight, or any other day on which the Humane Society is not open for any reason will be excluded from the 24-hour period.

B: Charges and payments for animals accepted by the Humane Society from the Municipality that fall outside of the provisions of Article 7, including but not limited to quarantine and cruelty cases, shall be billed separately from the charges in Paragraph Seventh (A) and are not covered under any provision of this Agreement.

EIGHTH: The Humane Society is hereby prohibited from assigning, transferring, conveying, or subletting this Agreement, or otherwise disposing of the same; or its right, title, or interest

therein; or its power to execute such Agreement to any other person, company, or corporation, without the prior approval of the Municipality.

NINTH: The DCO for the Municipality will maintain tracking paperwork pursuant to NYS Agriculture and Markets Law Article 7, §113. The redemption period for seized dogs shall not exceed that prescribed in Article 7, §117. The Municipality shall be separately responsible for any emergency veterinary care required. If the dog is an identified dog as determined by Article 7, §117, the DCO shall notify the owner of the dog's location.

TENTH: In the event that a dog is not redeemed during the period stipulated under the provision of Article 7 of the New York State Agriculture and Markets Law, the Humane Society reserves the right to retain the dog for a longer period for adoption and the dog becomes the property of the Humane Society. Regular NYS shelter standards shall apply for adoption of dogs retained longer than the stipulated period.

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

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

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on November 15, 2012.

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

By: _____

Supervisor/Municipal Clerk

(Seal)

T/V/C of _____



(Seal)

By: _____

President and C.E.O.

Columbia-Greene Humane Society/SPCA

TOWN OF CAIRO

June 12, 2013

RESOLUTION NO. _____

AUTHORIZING THE SUPERVISOR TO ENTER INTO A SIX-MONTH AGREEMENT WITH FLORA AND FAUNA FOR DOG SHELTER SERVICES

Councilperson _____ offered the following resolution
and moved its adoption:

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 is 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 July 1,
2013 through December 31, 2013.

SECONDED BY COUNCILPERSON _____

| | | |
|----------------------|-----|-----|
| COUNCILMAN OSTRANDER | AYE | NAY |
| COUNCILMAN JOYCE | AYE | NAY |
| COUNCILMAN PUORRO | AYE | NAY |
| COUNCILMAN SUTTMEIER | AYE | NAY |
| SUPERVISOR BANTA | AYE | NAY |

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

AGREEMENT

This Agreement, entered into this 12th day of June 2013, by and between the Town of Cairo, New York (the “Town”), a municipal corporation organized and existing under the laws of the State of New York with offices at 512 Main Street Cairo, New York 12413 and Flora and Fauna, (the “Contractor”), with offices at P.O. Box 100 Cairo, New York 12413

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

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

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

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

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

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

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

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

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

Article 2: **Term**

The term of this contract shall be for a period of one year, running from July 1, 2013 to December 31, 2013.

Article 3: **Contractors Insurance**

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

(A) General Liability, Property Damage Insurance

The Contractor shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may occur or arise from operations under this contract as follows:

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

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

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

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

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

Article 4: **Permits and Regulations**

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

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

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

Article 6: **No Assignment**

In accordance with the provisions of section 109 of the General Municipal Law, The Contractor is hereby prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of its right, title or interest in the Agreement, or its power to execute this Agreement, to another person or corporation without the previous consent in writing of the Town.

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

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

Article 8: Notices

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

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

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

Article 9: Waiver

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

Article 10: Modification

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

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

Ted Banta, Supervisor

Flora and Fauna
Sondra Muller, President

State of New York)
County of Greene) ss:

On the day of in the year of 2013 before me came, the undersigned, a Notary Republic in and for the satisfactory evidence to the individual whose name is subscribed to the written instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument , the individual , or the person upon behalf of which the individual acted, executed the instrument

Notary Republic

TOWN OF CAIRO

June 12, 2013

RESOLUTION NO. _____

“Town of Cairo Hometown Heroes Banners Program”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, on December 12, 2012, the Town Board agreed to support the Cairo Historical Society's (CHS) Hometown Heroes Banners Program from mid-May to mid-July 2013 allowing banners to hang on the lampposts for the term indicated; and since that time, the Cairo Historical Society has requested that the Banners be allowed to remain through October 2013; therefore,

BE IT RESOLVED, that the Town Board of the Town of Cairo agrees to allow the Hometown Heroes Banners to remain through October 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

June 12, 2013

RESOLUTION NO. _____

“Approve Trane U.S. Inc. Scheduled Service Agreement”

Councilperson _____ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby approve the 2013 Agreement with Trane U.S. Inc. for the services stated in the agreement. The term of the agreement will be one year and will be renewable for an annual fee of \$1,248.00.

BE IT FURTHER RESOLVED, that the Town Board of the Town of Cairo authorizes Robert F. Hempstead, Director of Parks, Buildings, & Grounds to sign said agreement.

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 _____



Climate Smart Communities Pledge

Summary Text

The Climate Smart Communities Pledge includes all the elements of a successful local climate program. Communities can adopt the [Model Pledge](#) as a resolution of the governing body, or add their own legislative findings or pledge elements. The ten elements of the pledge are:

- 1. Pledge to Combat Climate Change by Becoming a Climate Smart Community**
Set goals to reduce greenhouse gas (GHG) emissions and adapt to predicted climatic changes. Establish a task force. Designate a point person. Join a national climate campaign such as ICLEI - Local Governments for Sustainability.
- 2. Set Goals, Inventory Emissions, Move to Action**
Gather data about local GHG emission sources. Inventory emissions. Establish baselines. Develop quantifiable interim GHG emission targets. Propose emission reduction schedule and financing strategy. Develop a Local Action Plan for reducing emissions.
- 3. Decrease Energy Demand for Local Government Operations**
Adopt the state's goal of reducing electricity use by 15 percent from projected levels no later than 2015. Take into account existing public facilities, new public buildings, community infrastructure, vehicle fleet and commuting. Improve waste management in government operations.
- 4. Encourage Renewable Energy for Local Government Operations**
Set a goal to maximize the use of public energy generated from renewable sources (e.g. solar, wind, small hydro).
- 5. Realize Benefits of Recycling and Other Climate Smart Solid Waste Management Practices**
Promote reuse and ensure access to comprehensive recycling. Adopt a green purchasing program.
- 6. Promote Climate Protection Through Community Land Use Tools**
Keep development low-carbon-intensity and resilient to climatic change. Update land use policies, building codes, community plans in ways that reduce sprawl, minimize development in floodplains, and protect forests.
- 7. Plan for Adaptation to Unavoidable Climate Change**
Identify risks to government facilities and functions (e.g. water supply, sewers), and factor into long-term investments and decision-making. Develop a Climate Adaptation Plan, with priority to the most vulnerable areas.
- 8. Support a Green Innovation Economy**
Incorporate climate protection and sustainability into economic development plans. Encourage work force training and public education for energy efficiency and renewable energy.
- 9. Inform and Inspire the Public**
Lead by example. Publicize local government commitment to reducing energy use, saving tax dollars, and adapting to changing conditions. Encourage citizens to follow suit.

10. Commit to an Evolving Process

Be willing to consider new ideas and adapt existing approaches. Compare successes and cooperate with neighboring communities.

Model Pledge for Community Adoption

Council member _____ moved and Council member _____ seconded that:

WHEREAS, the Town/Village/City of _____ (hereinafter "local government") 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,

IT IS HEREBY RESOLVED that Town/Village/City of _____, 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.

CAIRO FIRE DISTRICT

PO Box 566
Cairo, NY 12413

May 28, 2013

Town of Cairo Board
Ted Banta, Town Supervisor
PO Box 728
Cairo, NY 12413

Dear Mr. Banta,

The Cairo Fire District has recently acquired the Fabrizio Fuel/Bottini Oil property next to the firehouse (tax map #101.05-5-4). There are two small parcels of land at the corner of Railroad Ave and Railroad Ave Ext., which are owned by the Town of Cairo (Tax map #101.05-5-5). It has come to the attention of the Board of Fire Commissioners that the town is interested in deeding this property to the fire district.

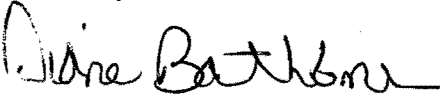
The fire district is interested in the part of the parcel on the firehouse side of Railroad Ave Ext. This would allow fire district land to extend all the way out to Railroad Ave Ext.

The fire district is willing to take on any costs/fees of separating TM #101.05-5-5 if the town is agreeable to part with the partial parcel at no cost to the fire district.

I have enclosed a tax map and aerial as to the property in question.

You may contact Bill Smith Jr. (518-821-0273) or my-self with any questions. Your attention in this matter is greatly appreciated.

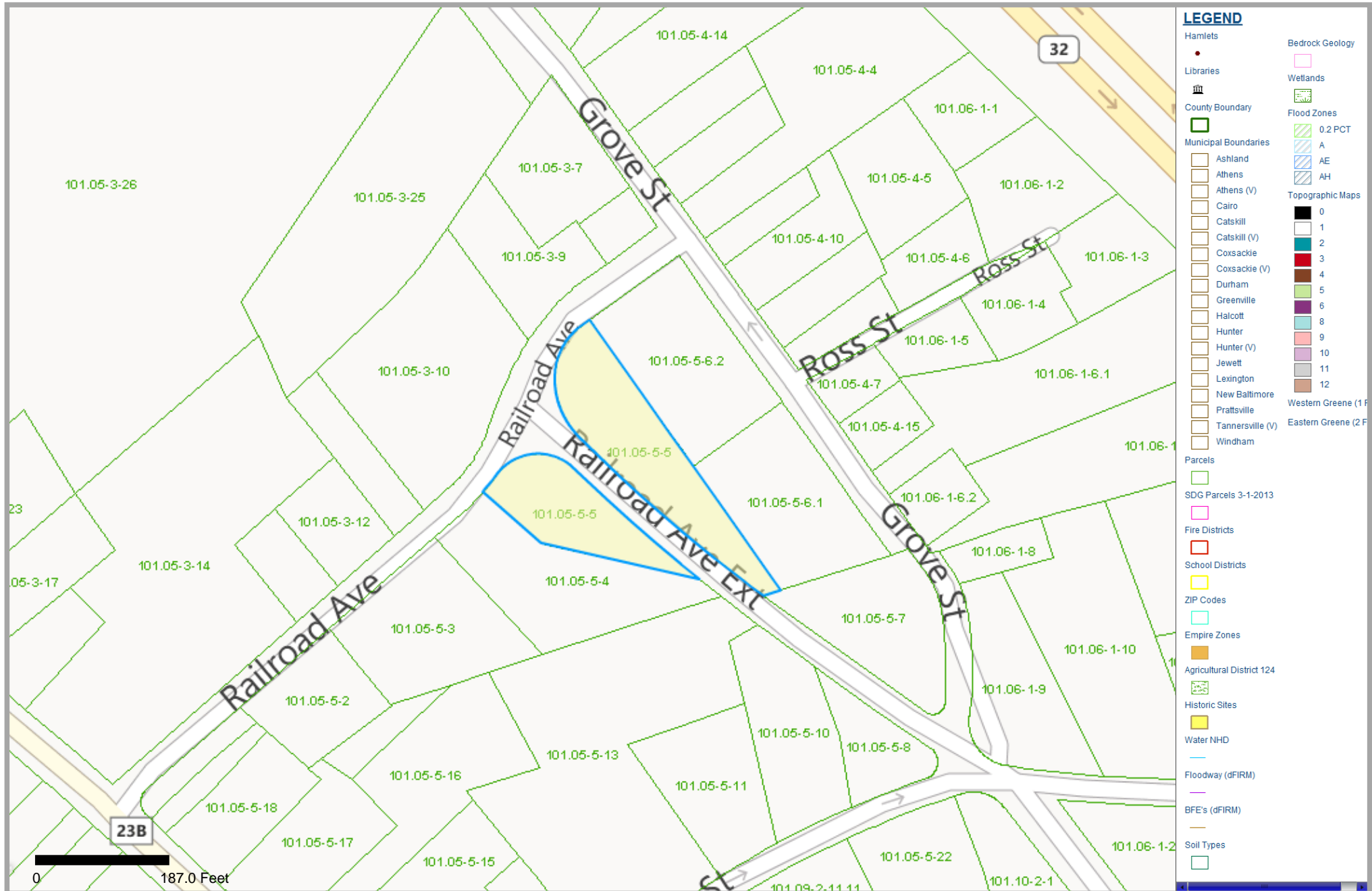
Sincerely,



Diane Bartholomew
Treasurer / Secretary
518-719-3847 Day
518-929-1015 Evening
augerdiane@hotmail.com



Town of Cairo 101.05-5-5



Town of Cairo 101.05-5-5

