



TOWN OF CAIRO

GENERAL/REGULAR MEETING AGENDA

November 3, 2014 @ 6PM

Location: Town Hall, Cairo

Call to Order

Pledge of Allegiance

Attendance

Public Hearings:

6pm: Administration & Enforcement of the NY State Uniform Fire Prevention & Building Code

6:15pm: 2015 Budget

Comments/Presentations:

Approval of Minutes: Public Hearing Minutes October 6, 2014 Resort Moratorium, Public Hearing

Minutes October 6, 2014 Junk Yard Moratorium, October 6, 2014, October 27, 2014

Reports:

- | | | |
|--------------------|-----------------------------|--------------------|
| - Ambulance | - Library | - Tax Collector |
| - Animal Control | - Park Task Force | - Water & Sewer |
| - Assessor | - Planning Board | - Sewer Contractor |
| - Board of Appeals | - Police | - Highway |
| - Building & Codes | - Summer Recreation | - Supervisor |
| - Historian | - Cairo Chamber of Commerce | |

Appointments & Resolutions

Unfinished Business:

New Business:

- Fireworks Contracts 2015 & 2016
- Water & Sewer Billing

Correspondence

Adjournment

Events:

Veteran's Day Ceremony November 11th @ 11am

Cairo Public Library Golden Jubilee-50 Years November 20th 6pm- 8pm

Holiday Parade November 29th 2pm-7pm



TOWN OF CAIRO

Public Hearing

November 3, 2014 @ 6:00PM

Location: Town Hall Meeting Room

Reason/Proposal: To revise the Local Law Providing for the Administration & Enforcement of the New York State Uniform Fire Prevention & Building Code

Section 3. Purpose and Intent:

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Town. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this local law.

Town Clerk: Notice of Hearing

- Town of Cairo Greene County New York Notice of Public Hearing For a Local Law Amending the Town Building Code Enforcement Local Law
Please take notice that the Town Board of the Town of Cairo has scheduled a Public Hearing to be held on 3rd day of November 2014 @ 6pm at the Town Hall located on Main Street, Cairo, County of Greene, State of New York. The purpose of meeting is to receive public comment on a local law amending the current Building Code Enforcement Local Law to include additional enforcement procedures and jurisdiction. Copies of the proposed law are available in the Town Clerk's Office.
By Order of the Town Board
Tara A. Rumph, Town Clerk

Supervisor: Review of Public Hearing Procedure:

- Speakers must raise their hand, be called upon by the Supervisor to speak, identify themselves-stating full name, direct their comments to the Town Board, and state clearly & briefly why they are in favor or against the proposal.
- Speakers may not speak a second time until all those who wish to speak have spoken once. Speakers may be held to a 5 minute time frame. Speak clearly, intelligently, and responsibly. Avoid redundancy. Be courteous & respectful.
- The Town Board may choose to listen and not comment-to receive comment.

**TOWN OF CAIRO
LOCAL LAW # 7 OF 2014**

**A LOCAL LAW PROVIDING FOR THE
ADMINISTRATION AND ENFORCEMENT OF THE
NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE**

Be it enacted by the Town Board of the Town of Cairo, in the County of Greene, as follows:

SECTION 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Town. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this local law.

SECTION 2. DEFINITIONS

In this local law:

“Building Permit” shall mean a permit issued pursuant to section 4 of this local law. The term shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this local law.

“Certificate of Occupancy”/“Certificate of Compliance”] shall mean a certificate issued pursuant to subdivision (b) of section 7 of this local law.

“Code Enforcement Officer” shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

“Code Enforcement Personnel” shall include the Code Enforcement Officer and all Inspectors.

“Compliance Order” shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 15 of this local law.

“Energy Code” shall mean the State Energy Conservation Construction Code, as currently in effect and as hereafter amended from time to time.

“Inspector” shall mean an inspector appointed pursuant to subdivision (d) of section 4 of this local law.

“Operating Permit” shall mean a permit issued pursuant to section 10 of this local law. The term “Operating Permit” shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this local law.

“Permit Holder” shall mean the Person to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“Stop Work Order” shall mean an order issued pursuant to section 6 of this local law.

“Temporary Certificate” shall mean a certificate issued pursuant to subdivision (d) of section 7 herein.

“Town” shall mean the Town of Cairo.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS

(a) The office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy / Certificates of Compliance, Temporary Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

(2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy / Certificates of Compliance, Temporary Certificates and Operating Permits, and to include in Building Permits, Certificates of Occupancy / Certificates of Compliance, Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

(3) to conduct construction inspections, inspections to be made prior to the issuance of Certificates of Occupancy / Certificates of Compliance, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision (a) of section 15 Violations of this local law;

(7) to maintain records;

(8) to collect fees as set by the Town Board of the Town of Cairo;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with this Town’s attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this local law, or

to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

(b) The Code Enforcement Officer shall be appointed by the Town Board. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

(c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, an individual shall be appointed by the Town Board to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

(d) One or more Inspectors may be appointed by the Town Board to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the State Fire Administrator pursuant to the Executive Law and the regulations promulgated thereunder.

(e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Town Board of this Town.

SECTION 4. BUILDING PERMITS.

(a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Code Enforcement Officer.

(b) Exemptions. No Building Permit shall be required for work in any of the following categories:

(1) construction or installation of one story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters);

(2) installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(3) installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;

(4) installation of fences which are not part of an enclosure surrounding a swimming pool;

(5) construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids;

(6) construction of temporary motion picture, television and theater stage sets/scenery;

(7) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(8) installation of partitions or movable cases less than 5'-9" in height;

(9) painting, wallpapering, tiling, carpeting, or other similar finish work;

(10) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

(11) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(12) repairs, provided that such repairs do not involve (i) the removal or cutting away of a loadbearing wall, partition, or portion thereof, or of any structural beam or load bearing component; (ii) the removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (iii) the enlargement, alteration, replacement or relocation of any building system; or (iv) the removal from service of all or part of a fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

(1) a description of the proposed work;

(2) the tax map number and the street address of the premises where the work is to be performed;

(3) the occupancy classification of any affected building or structure;

(4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

(5) at least 2 sets of construction documents (drawings and/or specifications) which (i) define the scope of the proposed work; (ii) are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (iii) indicate with sufficient clarity and detail the nature and extent of the work proposed; (iv) substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (v) where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.

(e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within [6] months following the date of issuance. Building Permits shall expire [12] months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 Fees of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

SECTION 5. CONSTRUCTION INSPECTIONS.

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected made, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) building systems, including underground and rough-in;
- (6) fire resistant construction;
- (7) fire resistant penetrations;
- (8) solid fuel burning heating appliances, chimneys, flues or gas vents;
- (9) Energy Code compliance; and
- (10) a final inspection after all work authorized by the Building Permit has been completed.

(c) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into

compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 Fees of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

SECTION 6. STOP WORK ORDERS.

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

(1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by [registered mail / certified mail]. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by registered mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder and any other Person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 15 Violations of this local law or under any other applicable local law or State law. Any such other remedy or penalty

may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 7. CERTIFICATES OF OCCUPANCY / CERTIFICATES OF COMPLIANCE

(a) Certificates of Occupancy / Certificates of Compliance required. A Certificate of Occupancy / Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a [Certificate of Occupancy / Certificate of Compliance].

(b) Issuance of Certificates of Occupancy / Certificates of Compliance. The Code Enforcement Officer shall issue a Certificate of Occupancy / Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure or work prior to the issuance of a Certificate of Occupancy / Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy / Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy / Certificate of Compliance:

(1) a written statement of structural observations and/or a final report of special inspections, and

(2) flood hazard certifications.

(c) Contents of Certificates of Occupancy / Certificates of Compliance. A Certificate of Occupancy / Certificate of Compliance shall contain the following information:

(1) the Building Permit number, if any;

(2) the date of issuance of the Building Permit, if any;

(3) the name, address and tax map number of the property;

(4) if the Certificate of Occupancy / Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy / Certificate of Compliance is issued;

(5) the use and occupancy classification of the structure;

(6) the type of construction of the structure;

(7) the assembly occupant load of the structure, if any;

(8) if an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;

(9) any special conditions imposed in connection with the issuance of the Building Permit; and

(10) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy / Certificate of Compliance and the date of issuance.

(d) Temporary Certificate. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate, may be occupied safely, (2) that any fire- and smoke-detecting or fire protection equipment which has been installed is operational, and (3) that all required means of egress from the building or structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code. A Temporary Certificate shall be effective for a period of time, not to exceed [6] months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate. During the specified period of effectiveness of the Temporary Certificate, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy / Certificate of Compliance or a Temporary Certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 Fees of this local law must be paid at the time of submission of an application for a Certificate of Occupancy / Certificate of Compliance or for Temporary Certificate.

SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department providing fire fighting services for a property within this Town shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney or gas vent.

SECTION 9. UNSAFE BUILDING AND STRUCTURES

Unsafe structures and equipment in this Town shall be identified and addressed in accordance with the procedures established by the Town of Cairo's Unsafe Buildings Local Law, as are now in effect or as hereafter enacted and/or amended from time to time.

SECTION 10. OPERATING PERMITS.

(a) Operation Permits required. Operating Permits shall be required for conducting the activities or using the categories of buildings listed below:

(1) manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 2703.1.1(1), 2703.1.1(2), 2703.1.1(3) or 2703.1.1(4) in the publication entitled “Fire Code of New York State” and incorporated by reference in 19 NYCRR section 1225.1;

(2) hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling;

(3) use of pyrotechnic devices in assembly occupancies;

(4) buildings containing one or more areas of public assembly with an occupant load of 100 persons or more; and

(5) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Town Board of this Town.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit.

(d) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single Operating Permit to apply to all such activities.

(e) Duration of Operating Permits. Operating Permits shall remain in effect until reissued, renewed, revoked, or suspended.

(f) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

(g) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 Fees of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

(1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly shall be performed at least once every twelve (12) months.

(2) Fire safety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every twelve (12) months.

(3) Fire safety and property maintenance inspections of all multiple dwellings not included in paragraphs (1) or (2) of this subdivision, and all non-residential buildings, structures, uses and occupancies not included in paragraphs (1) or (2) of this subdivision, shall be performed at least once every [specify interval consistent with local conditions, not to exceed thirty-six (36) months].

(b) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at any time upon:

(1) the request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(c) OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator under Executive Law section 156-e and Education Law section 807-b. Notwithstanding any other provision of this section to the contrary:

(1) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a building or structure which contains an area of public assembly if OFPC performs fire safety and property maintenance inspections of such building or structure at least once every twelve (12) months;

(2) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a building or structure occupied as a dormitory if OFPC performs fire safety and property maintenance inspections of such building or structure at least once every twelve (12) months;

(3) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a multiple dwelling not included in paragraphs (1) or (2) of subdivision (a) of this section if OFPC performs fire safety and property maintenance inspections of such multiple dwelling at intervals not exceeding the interval specified in paragraph (3) of subdivision (a) of this section; and

(4) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a non-residential building, structure, use or occupancy not included in paragraphs (1) or (2) of subdivision (a) of this section if OFPC performs fire safety and property maintenance inspections of such non-residential building, structure, use or occupancy at intervals not exceeding the interval specified in paragraph (3) of subdivision (a) of this section.]

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 16 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

SECTION 12. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

(a) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

(b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 15 (Violations) of this local law;

(c) if appropriate, issuing a Stop Work Order;

(d) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 13. RECORD KEEPING.

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) all applications received, reviewed and approved or denied;

(2) all plans, specifications and construction documents approved;

(3) all Building Permits, Certificates of Occupancy / Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

(4) all inspections and tests performed;

(5) all statements and reports issued;

(6) all complaints received;

(7) all investigations conducted;

(8) all other features and activities specified in or contemplated by sections 4 through 12, inclusive, of this local law, including; and

(9) all fees charged and collected.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 14. PROGRAM REVIEW AND REPORTING

(a) The Code Enforcement Officer shall annually submit to the Town Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 13 Record Keeping of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Town, on a form prescribed by the Secretary of State, a report of the activities of the Town relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials the Town is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of the Town in connection with administration and enforcement of the Uniform Code.

SECTION 15: VIOLATIONS

(a) Compliance Orders. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. Upon finding that any such condition or activity exists, the Code Enforcement Officer shall issue a Compliance Order. The Compliance Order shall (1) be in writing; (2) be dated and signed by the Code Enforcement Officer; (3) specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; (4) specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which

is/are violated by the specified condition or activity; (5) specify the period of time which the Code Enforcement Officer deems to be reasonably necessary for achieving compliance; (6) direct that compliance be achieved within the specified period of time; and (7) state that an action or proceeding to compel compliance may be instituted if compliance is not achieved within the specified period of time. The Code Enforcement Officer shall cause the Compliance Order, or a copy thereof, to be served on the owner of the affected property personally or by registered mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Compliance Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets and Summons. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code. ***The Code Enforcement Officer and each Inspector is also authorized to mail a summons with notice of violation to the owner of the subject property by first class mail. The mailing of the notice shall be sufficient proof thereof, and the delivery or service of notice shall be equivalent to mailing. For the purpose of notice requirements to a property owner, the owner shall be deemed to be the owner recorded on the current tax records in the office of the Tax Assessor. If the mailing address of the person is not known to the Code Enforcement Officer or the records do not reveal a change of ownership of the property involved or the property is unoccupied, the posted notice on the property shall constitute sufficient notice to the owner, custodian, agent, lessee, trustee or occupant thereof and no additional notice shall be required for any action hereunder.***

(c) Civil Penalties. In addition to those penalties proscribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy / Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$200 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of the Town.

Additionally, in the event of violations of Section 106 of the New York State Property Maintenance Law relating to refuse, junk cars, etc., the Town is hereby authorized to remove such refuse, junk cars, etc. in the same manner set forth in the Local Law #2 of 1990, the Town of Cairo's Unsafe Buildings Law.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of the Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy / Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Compliance Order, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Compliance Order or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Town, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 Stop Work Orders of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 Stop Work Orders of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

(f) Remediation of Violation by the Town

- (1) In the event that the owner fails or refuses to remediate the violation following conviction of such violation, the Town Board may cause the removal of such building or structure without further notice to the owner.***
- (2) All costs and expenses incurred by the Town in connection with any and all of the above proceedings to remediate the violation, including but not limited to the cost of actually removing any garbage, refuse, building or structure or securing the same, shall be assessed against the land on which the building or structure is located.***
- (3) If the owner or person served as hereinabove provided shall fail to pay the costs and expense of the Town within ten (10) days after being notified of the costs thereof by registered mail, the Town Clerk shall file, immediately preceding the time for making the annual assessment roll, a certificate of such actual cost and expense with a statement as to the property upon which such cost and expense were incurred, the building or other obstructions removed, as the case may be, with the assessor of the Town, who shall in the preparation of the next assessment roll of Town taxes, assess such amount upon such property, and the same shall be levied, collected and enforced in the same manner, by the same proceedings, at the same time, under the same penalties and having the same lien upon the property assessed as the general Town tax and as a part thereof.***

SECTION 16: FEES

A fee schedule shall be established by resolution of the Town Board. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of occupancy / Certificates of Compliance, Temporary Certificates,

Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 17. INTERMUNICIPAL AGREEMENTS

The Town Board may, by resolution, authorize the Town to enter into an agreement, in the name of the Town, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 18. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 19. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.



TOWN OF CAIRO

Public Hearing

November 3, 2013 @ 6:15PM

Location: Town Hall, Cairo

Reason: To present the Preliminary 2015 Budget for the Town of Cairo and receive comment.

Budget Timeline:

1. Must file Tentative Budget by September 30th.
 - a. Town of Cairo's Tentative Budget was filed on September 30th
2. Public Hearing for the Preliminary Budget must take place by November 6th-the Thursday after Election Day.
 - a. Public Hearing for the Preliminary Budget is tonight, Monday, November 3rd at 6:15pm
3. Adoption of Budget must occur by November 20th

The Tentative and the Preliminary Budgets are posted online on the homepage of the Town's website under Quick Links, go to www.townofcairo.com.

Quick notes: The Budget meets the standard of the 2015 Tax Cap. As a result, taxpayers will receive the 2015 Property Tax Freeze Credit

Town Clerk: Notice of Hearing

Notice of Public Hearing on Preliminary Budget. Notice is hereby given that the Preliminary Budget of the Town of Cairo for the Fiscal Year beginning January 1, 2015 has been completed and filed in the Office of the Town Clerk located in the Town Hall, Main St, Cairo, New York, where it is available for inspection by any interested person during normal office hours. Further notice is hereby given that the Town Board of the Town of Cairo will hold a Public Hearing thereon at the Town Hall, Main Street, Cairo, New York on Monday, November 3, 2014 at 6:15PM. Pursuant to Section 108 of the Town Law, the proposed salaries of the following Town Officers are hereby specified as follows:

Supervisor, \$14,617.00, Councilperson (4) each \$6,738.00, Justice (2) each \$14,000.00, Town Clerk \$29,340.00, Supt. Of Highways \$52,000.00, Tax Collector \$11,450.00

By Order of the Town Board

Tara A. Rumph

Town Clerk

Other notices: Outdoor Bulletin Board, Website, Town Hall Doors, Town Clerk's Bulletin Board

Supervisor: Review of Public Hearing Procedures:

- Speakers must raise their hand, be called upon by the Supervisor to speak, identify themselves-stating full name, direct their comments to the Town Board, and state clearly & briefly why they are in favor or against the proposal.

- Speakers may not speak a second time until all those who wish to speak have spoken once. Speakers may be held to a 5 minute time frame. Speak clearly, intelligently, and responsibly. Avoid redundancy. Be courteous & respectful.
- The Town Board may choose to listen and not comment.



Minutes

**Town of Cairo
Public Hearing Meeting @ 6pm
Local Law #5 - Imposing a Further Temporary Six Month
Moratorium on Approvals Involving Resorts.
Location: Town Hall Meeting Room**

October 6, 2014

The Town Board of the Town of Cairo met for a Public Hearing on Monday, October 6, 2014 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 6:08 PM and then asked the attendees to Pledge Allegiance to the Flag. The following Board Members were in attendance: Councilperson Cords, Councilperson Ostrander, and Councilperson Puorro. Councilperson Joyce was absent.

Supervisor Banta explained the purpose and intent.

Reason/Proposal: To renew the Resort Moratorium-Local Law #5 2014 – Imposing a Further Temporary Six Month Moratorium on Approvals Involving Resorts.

Pursuant to the statutory powers vested in the Town of Cairo by the Municipal Home Rule Law of the State of New York, to regulate and control land use and to protect the health, safety, and welfare of its residents, the Town Board hereby declares a temporary six (6) month moratorium on any new subdivision application, site plan review, building permits or other municipal approvals for any use involving the conversion of a resort, motel, or bed and breakfast

to some other use other than those relating to an agricultural use as that term is defined in the NYS Agriculture and Markets Law or one or two-family dwellings in the Town, or the issuance of any approvals or building permits therefore.

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

Susan True asked the Town Board how many subdivisions have come before the Planning Board in the last 6 months requesting a change of use. Supervisor Banta responded the information was not readily available, and he would have to check with the Planning Board.

As there were no other questions, the public hearing was closed.

A motion was made by Councilperson Ostrander and seconded by Councilperson Puorro to adjourn the public hearing at 6:20 PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk



Minutes

**Town of Cairo
Public Hearing Meeting @ 6pm
Local Law #6 - Imposing a Further Temporary
Six Month Moratorium on Junkyards
Location: Town Hall Meeting Room**

October 6, 2014

The Town Board of the Town of Cairo met for a Public Hearing on Monday, October 6, 2014 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 6:08 PM and then asked the attendees to Pledge Allegiance to the Flag. The following Board Members were in attendance: Councilperson Cords, Councilperson Ostrander, and Councilperson Puorro. Councilperson Joyce was absent.

Supervisor Banta explained the purpose and intent.

Reason/Proposal: To renew the Junk Yard Moratorium-Local Law #6 2014

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

The Town Board is now in the process of considering various options relating to this issue and is nearing completion of a proposed zoning law that will address the issue. The Town

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

Susan True asked the Town Board why the law is being proposed and how is this moratorium part of smart planning.

As there were no other questions, the public hearing was closed.

A motion was made by Councilperson Ostrander and seconded by Councilperson Puorro to adjourn the public hearing at 6:20 PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk



Minutes

**Town of Cairo
Town Board Meeting @ 6pm
Location: Town Hall Meeting Room**

October 6, 2014

The Town Board of the Town of Cairo met for a Town Board meeting on Monday, September 8, 2014 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 6:15 PM and then asked the attendees to Pledge Allegiance to the Flag. The following Board Members were in attendance: Councilperson Cords, Councilperson Ostrander, and Councilperson Puorro. Councilperson Joyce was absent.

Resolution No. 185-14 “Local Law #5 of 2014 – Imposing a Further Temporary Six-Month Moratorium on Approvals Involving Resorts” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

Be it resolved that the Town Board of the Town of Cairo does hereby approve Local Law #5 of 2014 – Imposing a Further Temporary Six-Month Moratorium on Approvals Involving Resorts.

All members in favor – motion carried.

Resolution No. 186-14 “Local Law #6 of 2014 – Establishing a Further Temporary Six-Month Moratorium on Junk Yard Approvals” offered by Councilperson Ostrander and seconded by Supervisor Banta:

Be it resolved that the Town Board of the Town of Cairo does hereby approve Local Law #6 of 2014 – Establishing a Further Temporary Six-Month Moratorium on Junk Yard Approvals.

All members in favor – motion carried.

The amended minutes from the September 8, 2014 Public Hearing was accepted by Councilperson Cords and seconded by Councilperson Puorro. Councilperson Ostrander abstained.

The amended minutes from the September 8, 2014 Town Board Meeting was accepted by Councilperson Cords and seconded by Councilperson Puorro. Councilperson Ostrander abstained.

Code Enforcement Officer Stacey Sprague and Building Inspector Rich Hilgendorff spoke with the Town Board about Code Enforcement procedures. Code Enforcement had two procedures submitted, one for imminent danger health hazard and one for non-health hazard. Attorney for the Town Tal Rappleyea explained the submission of 2 timelines. Imminent danger health hazard would be handled under the discretion of the Code Enforcement Officer and the non-health hazard would be handled through the court. It was suggested that a dollar amount for the fines and time limits would be put into the law.

Resolution No. 187-14 “Set Public Hearing for Local Law #7 of 2014 – Code Enforcement Violation Timeline” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

Be it resolved that the Town Board of the Town of Cairo does hereby set a public Hearing for Local Law #7 of 2014 – Code Enforcement Violation Timeline for Monday, November 3, 2014 at 6:00 PM.

All members in favor – motion carried.

Resolution No. 188-14 “Approve NYSBOC Training for Code Enforcement Officer and Building Inspector” offered by Councilperson Ostrander and seconded by Councilperson Cords:

Be it resolved that the Town Board of the Town of Cairo does hereby approve the Code Enforcement Officer and Building Inspector to attend a three-day NYSBOC Conference in Albany.

All members in favor – motion carried.

Stacey Sprague also spoke to the Town Board about purchasing a tablet with a mobile app that would automatically input information into the file at the office when she is on the road. She will check to see if the funds are available in her account.

Reports:

Dean Lavin of the Cairo Library gave an update on the Library.

Superintendent of Highways Robert Hempstead gave an update on the Highway Dept. and Parks, Buildings and Grounds.

Resolution No. 189-14 “Receipt of Monthly Supervisor’s Report” offered by Councilperson Ostrander and seconded by Councilperson Cords:

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 September, 2014.

All members in favor – motion carried.

Resolution No. 190-14 “Grade C Water Operator Class” offered by Councilperson Puorro and seconded by Councilperson Cords:

WHEREAS, the New York Rural Water Association is sponsoring a Home Study Correspondence Course for Water Operator Certification; and

WHEREAS, Michael Lamanec, Water Sewer Administrator, would like John Orso to become a certified Grade C Water Operator; therefore, be it

RESOLVED, that the Cairo Town Board hereby authorizes John Orso to register for the Home Study Correspondence Course, in the amount of \$125.00, for the Grade C Water Operator Certification sponsored by New York Rural Water Association.

All members in favor – motion carried.

Resolution No. 191 -14 “Fire Alarm System Agreement” offered by Councilperson Cords and seconded by Councilperson Ostrander:

WHEREAS, a preventative maintenance agreement for the fire alarm system in the library was established with Mircom Systems Corp. on November 1, 2013 for an initial term of (1) year; and

WHEREAS, the contract with Mircom Systems Corp. will end on October 31, 2014; Therefore, be it

RESOLVED, that the Cairo Town Board does hereby authorize the Town Supervisor to be extend the contract for the time period of November 1, 2014 to October 31, 2015 in the amount of \$300.00.

All members in favor – motion carried.

Resolution No. 192 -14 “Grant Permission to the Justice Court to Apply for the 2014 JCAP Grant” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

WHEREAS, the Town of Cairo Justice Court is in need of (1) DVR – lock box with fan and wall mounting arms, (1) Fujitsu Scan snap scanner, (1) bullet proof insert for court clerk office door, (2) color printers, (2) prisoner benches and new carpet for court room, 2 offices, and entrance way; and

WHEREAS, there is a 2014 Justice Court Assistance Program Grant (JCAP) available; Therefore, be it

RESOLVED, that the Town Board of the Town of Cairo does hereby grant permission to the Justice Court to apply for the 2014 JCAP Grant.

All members in favor – motion carried.

Resolution No. 193 -14

“Authorization to Attend Laboratory Course”

offered by Councilperson Ostrander and seconded by Councilperson Cords:

WHEREAS, John Orso is in the process of obtaining his Class “C” Water Certification through a home-study course sponsored by New York Rural Water; and

WHEREAS, it is also necessary for attendance in a Laboratory Course to obtain the certification; therefore, be it

RESOLVED, that the Town Board of the Town of Cairo acknowledges that John Orso is enrolled in the course and is hereby authorized to take the Grade A Laboratory Course sponsored by SUNY Ulster for a fee of \$80.00.

All members in favor – motion carried.

Resolution No. 194 -14

“Authorize Town Bookkeeper to Attend NYS

Assoc. of Towns Seminar” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Town Bookkeeper to attend the 2014 Personnel Management School sponsored by the NYS Assoc. of Towns in Kingston, NY, on November 13, 2012, at the member registration fee of \$75.00.

All members in favor – motion carried.

Resolution No. 195 -14

“2014 Halloween Curfew” offered by

Councilperson Ostrander and seconded by Supervisor Banta:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby set a Halloween Curfew from 8:00 pm – 6:00 am. Anyone under the age of 18 must be accompanied by a parent or a legal guardian.

All members in favor – motion carried.

Resolution No. 196 -14

“Budget Amendments and Payment of Bills on

Abstract #318” offered by Councilperson Ostrander and seconded by Councilperson Cords:

WHEREAS, town law requires that no fund or appropriation account may be overdrawn; and

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

RESOLVED, the Town Board does hereby authorize the following budget amendments:

From	A-1990.4	Contingent	-5,548.00
To	A-1110.102	Court-Persl Serv	+5,548.00
From	A-1990.4	Contingent	-1,219.90
To	A-1220.4	Supervisor - Contractual	+1,219.90
From	A-1990.4	Contingent	-660.70
To	A-5132.4	H'way Bldgs. – Contractual	+660.70
From	A-7110.4	Parks-Contractual	-2,039.33
To	A-7110.15	Parks-Persl Serv	+2,039.33
From	A-8810.4	Cemeteries-Contractual	-479.40
To	A-8810.15	Cemeteries-Persl Serv	+479.40
From	A-9060.8	Medical Insurance	-60.00
To	A-9089.803	Uniforms	+60.00
From	DA-5130.2	Machinery-Equipment	-2,882.70
To	DA-5130.4	Machinery-Contractual	+2,882.70
From		Fund Balance	-239.27
To	SL-5182.447	Street Lighting-Winterclove	+239.27
From	SS-8120.4	Sanitary Sewers-Contractual	-1,077.64
To	SS-8110.102	Sewer Admin-Persl Serv	+1,077.64
From	SW-8320.4	Water Source-Contractual	-1,940.25
To	SW-8310.102	Water Admin-Persl Serv	+1,940.25

And be it further RESOLVED, the Town Board does hereby authorize that Abstract #318, consisting of 2014 Vouchers #2238 through #2338 in the amount of \$206,937.36 is approved for payment.

The total amount to be paid from the:

General Fund -	\$38,282.30	Hydrant -	\$7,500.00
Highway Fund -	\$95,493.81	Sewer Fund -	\$38,679.33
Cap. Water Fund -		Water Fund -	\$14,389.65
Cap. Sewer Fund -	\$8,250.00	Trust & Agency -	\$35.44
Street Lighting Fund -	\$4,306.83		

All members in favor – carried.

Resolution No. 197 -14

“Accept Water Billing Dated October 1, 2014”

offered by Councilperson Puorro and seconded by Councilperson Cords:

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

RESOLVED, that the Town Board accepts the Water Billing dated October 1, 2014 as presented from the Water/Sewer Administrator in the amount of \$44,978.16.

All members in favor – carried.

Resolution No. 198 -14

“Authorization for Highway Superintendent Robert

F. Hempstead To Purchase One Boss 10’ V-DXT Snow Plow” offered by Councilperson Ostrander and seconded by Councilperson Cords:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to purchase one Boss 10’ V-DXT Snow Plow.

BE IT FURTHER RESOLVED, that the purchase price will not exceed \$7,140.00.

All members in favor – carried.

Resolution No. 199 -14

“Authorization for Highway Superintendent Robert

F. Hempstead To Purchase Under New York State Piggybacking Law Two (2) One-Way Snow Plows” offered by Supervisor Banta and seconded by Councilperson Puorro:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to purchase under New York State Piggybacking law from Oneida County bid reference #1685, two (2) one snow plows.

BE IT FURTHER RESOLVED, that the purchase price will not exceed \$18,000.00.

All members in favor – carried.

Resolution No. 200 -14

“Authorization for Highway Superintendent Robert

F. Hempstead To Bid For The Purchase of Two (2) Dump Bodies” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to bid for the purchase of two dump bodies with central hydraulic systems, hydraulic spreader controls, and electric tarp system to be fitted on 2014 Ford F550 and 2014 International Terrastar.

All members in favor – carried.

Resolution No. 201-14 “Authorization for Highway Superintendent Robert F. Hempstead To Bid For The Purchase of Three (3) Stainless Steel Salt/Sand Spreaders” offered by Supervisor Banta and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to bid for the purchase of three stainless steel salt/sand spreaders.

All members in favor – carried.

Resolution No. 202-14 “Set Public Hearing for 2015 Budget” offered by Councilperson Ostrander and seconded by Councilperson Cords:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby set the Public Hearing for the 2015 Budget for Monday, November 3, 2014 at 6:15 PM.

All members in favor – carried.

The residents at 37 Jerome Avenue had discussion with the Town Board concerning hooking up to the sewer system. They have owned the property for the last 11 years, and the previous owners did not hook up to the system. There was a resolution passed in August 2013 to waive the fee to tap in to the sewer system. The Town Board will try to remedy the situation at 37 Jerome Avenue and the running of the line.

Resolution No. 203 -14 “Board to Move into Executive Session” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby move into Executive Session at 8:15 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. 204 -14 “Board to exit Executive Session” offered by Councilperson Puorro and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit Executive Session at 9:25 PM.

All members in favor – motion carried.

Resolution No. 205 -14 “Authorization to Amend Sewer Charges” offered by Councilperson Puorro and seconded by Councilperson Cords:

WHEREAS, Water Customer Account #6265 was charged for sewer use based on the water meter reading; and

WHEREAS, this customer is not in the sewer district and was erroneously charged, therefore, be it

RESOLVED, that the Town Board authorizes the Water/Sewer Administrator to issue a credit to Account #6265 in the amount of \$192.00 for sewer.

All members in favor – motion carried.

Resolution No. 206 -14 “Authorization to Amend Water and Sewer Charges” offered by Councilperson Ostrander and seconded by Councilperson Cords:

WHEREAS, Water/Sewer Customer Account #3240 was overcharged for water use because of a computer generated estimated meter reading based on a one-time meter reading from a water break; and

WHEREAS, this customer was also overcharged for sewer use based on the erroneous water meter reading; therefore, be it

RESOLVED, that the Town Board authorizes the Water/Sewer Administrator to issue a credit to Account #3240 in the amount of \$446.82 for water and \$648.00 for sewer.

All members in favor – motion carried.

Resolution No. 207 -14 “Hire Senior Water Operator” offered by Councilperson Ostrander and seconded by Councilperson Puorro:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby hire Joe Myers temporarily for approximately 3 to 4 months as a Senior Water Operator to replace David Jennings, who is retiring and who has offered dedicated service to the Town of Cairo, at a rate of \$25.00 per hour with a 1 hour minimum call charge with a monthly fee of \$250 for water management and training.

All members in favor – motion carried.

Resolution No. 208 -14 “Authorizing the Attorney for the Town to Commence a Supreme Court Application regarding Lake Avenue” offered by Supervisor Banta and seconded by Councilperson Ostrander:

WHEREAS, the Town Planning Board approved the Hannaford project which has been under construction and portion thereof relates to the acceptance of Lake Avenue as a Town Highway from the applicant, and

WHEREAS, it appears that it is necessary for the town to complete an application and approval by the Supreme Court to accept such road as a Town Highway; therefore,

Be it resolved, that the Town Board of the Town of Cairo hereby authorizes the attorney for the Town to file and complete an application pursuant to NYS Highway Law Section 180 to gain approval for the acceptance of Lake Avenue as a Town Highway.

All members in favor – motion carried.

A motion was made by Councilperson Cords and seconded by Councilperson Joyce to adjourn the meeting at 9:35 PM.

Respectfully submitted,

Tara A. Rumph, RMC, CMC
Cairo Town Clerk



Minutes

**Town of Cairo
Town Board Meeting @ 10AM
Executive Session for Labor Negotiations with the Highway Department
Location: Town Hall Conference Room**

October 6, 2014

The Town Board of the Town of Cairo met for a Town Board meeting in Executive Session for Labor Negotiations with the Highway Department on Monday, October 27, 2014 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 10:15 AM and then asked the attendees to Pledge Allegiance to the Flag. The following Board Members were in attendance: Councilperson Cords, Councilperson Ostrander, and Councilperson Joyce. Councilperson Puorro was absent.

Resolution No. 209 -14 “Board to Move into Executive Session” offered by Councilperson Joyce and seconded by Councilperson Cords:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby move into Executive Session at 10:15 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.

While discussing the Highway Union Labor Agreement and its terms with the duly assigned Mediator, the Board moved the following resolutions for approval:

Resolution No. 210 -14

“Authorization for Highway Superintendent Robert

F. Hempstead To Purchase Three Tarco Spreaders” offered by Councilperson Cords and seconded by Councilperson Joyce:

WHEREAS, Highway Superintendent Robert Hempstead advertised for bids on three Tarco Spreaders and the bid opening was on October 16, 2014 at 2:30pm in the Office of the Town Clerk. Present for the bid opening was Kathy Rockerfeller, Deputy Clerk, Robert Hempstead, Highway Superintendent, Debra Sommer, Deputy Highway Superintendent, and Brad Keil of Keil Equipment.

There were two bids received, and results are as follows: Keil Equipment \$18,956.00 and Durocher Auto \$18,630.00

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to purchase three Tarco Spreaders from the lowest responsible bidder Durocher Auto for the sum \$18,630.00.

All members in favor – motion carried.

The amended minutes from the September 8, 2014 Public Hearing was accepted by Councilperson Cords and seconded by Councilperson Puorro. Councilperson Ostrander abstained.

Resolution No. 211 -14

“Auditing Firm” offered by Councilperson

Ostrander and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby appoint Patterson, Koskey, Howe & Bucci, CPA, P.C. as the Auditing Firm for the Town of Cairo according to the terms provided in the Letter of Understanding dated August 26, 2014.

All members in favor – motion carried.

Resolution No. 212 -14

“Sign Repair” offered by Councilperson Cords and

seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does approve the sign repair for the sign at the corner of Rt 23B and Rt 32(at the corner of Cumberland Farms) in the amount of \$720.

All members in favor – motion carried.

Resolution No. 213 -14 “Authorization to Amend Water Charges” offered by Councilperson Joyce and seconded by Councilperson Cords:

WHEREAS, Water Customer accounts #0200 and #0340 were erroneously charged on January 1, 2014 for water use while turned off as seasonal accounts; therefore, be it

RESOLVED, that the Town Board authorizes the Water/Sewer Administrator to issue a credit to Account #0200 in the amount of \$61.81 and to account #0340 in the amount of \$61.81 for erroneously billed water.

All members in favor – motion carried.

Resolution No. 214 -14 “Authorization to Amend Water/Sewer Penalties” offered by Councilperson Cords and seconded by Councilperson Joyce:

WHEREAS, there is a computer programming error in the Water/Sewer billing program and numerous water and sewer accounts were charged a penalty erroneously (see attached spreadsheet); therefore, be it

RESOLVED, that the Cairo Town Board authorizes the Water/Sewer Administrator to issue a credit to the various affected water account(s) for the total amount of \$392.30 and a credit to the various affected sewer account(s) for the total amount of \$2,187.63.

All members in favor – motion carried.

Resolution No. 215 -14 “Board to exit Executive Session” offered by Councilperson Joyce and seconded by Councilperson Cords:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby exit Executive Session at 2:00 PM.

All members in favor – motion carried.

A motion was made by Councilperson Ostrander and seconded by Councilperson Cords to adjourn the meeting at 2:03 PM.

Respectfully submitted,

Ted Banta
Town Supervisor

Town of Cairo
Ambulance Service
PO Box 728
512 Main Street
Cairo, NY 12413
518-622-2357

Monthly Report
November 3 2014

Total calls for September.....76
Total Transported calls.....47
Total Non-transported calls.....29

Total amount billed: \$ 40,700

Miscellaneous items of Interest:

1. With 2 employees moving into other jobs, I will be looking to hire some additional staff over the next two months.
2. Will begin to spec a new ambulance over the winter for delivery in the spring to replace 74-1.
3. Ambulance billing office moved to it's new location. Still setting up, but a definite improvement.

TOWN OF CAIRO

ANIMAL REPORT

NOV 1 2014

OCT 1 2014 = CALL ABOUT LOOSE CHICKENS ON ORCHARD DRIVE SPOKE TO OWNER ALL OK

OCT 5 2014 = CALL LOST DOG ROSS RULAND RD BOLO AREA NOTHING FOUND

OCT 6 2014 = LOOSE DOG COMPLAINT LAKE ELISA BOLO AREA NOTHING FOUND

OCT 6 2014 = LOOSE DOG COMPLAINT HEARTS CONTENT RD BOLO AREA NOTHING FOUND

OCT 7 2014 = LOOSE CHICKEN COMPLAINT JEROME AVE WENT TO HOME NO ONE THERE WILL DO
FOLLOW UP

OCT 7 2014 = LOOSE DOG COMPLAINT SOUTH RD AND KERWIN RD BOLO AREA NOTHING FOUND

OCT 8 2014 = LOOSE PIG COMPLAINT RTE 145 BOLO AREA NO ONE HOME

OCT 9 2014 = FOLLOW UP ON LOOSE PIG NO ONE HOME

OCT 9 2014 = FOLLOW UP LOOSE DOG COMPLAINT KERWIN AND SOUTH RD OWNER NOT HOME

OCT 11 2014 = CALL ABOUT LOOSE DOG MOUNTAIN AVE FROM CGHS, TOOK CARE OF OVER FLOW

OCT 12 2014 = CALL FROM CAIRO PD DOG HIT BY CAR OLD RTE 23 PICK UP DOG BOLO AREA FOR OWNER NOTHING
FOUND TOOK TO SHELTER POSTED PICKS ON FACEBOOK

OCT 13 2014 = RECEIVED CALL FROM DURHAM ACO HE FOUND OWNER FOR DOG IN SHELTER TOOK DOG TO
DURHAM ALL OK

OCT 13 2014 = STOPPED ON WAY BACK FROM DURHAM ABOUT LOOSE PIG RTE 145 GAVE OWNER WARNING
SUMMONS NEXT VISIT

OCT 16, 2014 = CALL FROM MEADOW LANE , PIT BULL FROM CIRCLE DR KILLED ANOTHER CAT , WILL DO PAPER
WORK WITH CAIRO PD

OCT 16 2014 = CALL FROM JOSEPH KOLLAR RD LOOSE GOATS AGAIN , SPOKE TO OWNER

OCT 16 2014 = PAPERWORK WITH SGT BUSCH FOR WHITE PITBULL CIRCLE DR

OCT 19 2014 = PAPERWORK FOR PD DAILY LOG SHEETS

OCT 19 2014 = CALL FROM CAIRO PD LOOSE PIG COMPLAINT RTE 145 GAVE OWNER LAST WARNING

OCT 21 2014 = FOLLOW UP ON PIG AND GOAT ALL OK

OCT 21 2014 = CALL ABOUT LOOSE DOG HALF MOON DR PICKED UP DOG BOLO AREA FOR OWNER NOTHING

FOUND TOOK DOG TO SHELTER TOOK PIC FOR FACEBOOK, WITHIN 1 HR FOUND OWNER RETURNED DOG, OWNER WITH MAKE DONATION OF OLD BLANKETS FOR SHELTER

OCT 22 2014 = CALL FROM EOC LOOSE DOG MTN AVE JOEL AUSTIN RD BOLO AREA NOTHING FOUND

OCT 23 2014 = FOLLOW UP ON HALF MOON DR AND CHECKED SHELTER

OCT 24 2014 = CALL ABOUT LOOSE DOGS CO.RT.31 BOLO AREA NOTHING FOUND

OCT 25 2014 = CALL FROM 17 VIRGINIA PLACE, LOOSE GOATS WHEN ARRIVED GOATS GONE

OCT 25 2014 = LOOSE DOG COMPLAINT NEAR ACRA POST OFFICE FOUND OWNER LAST WARNING

OCT 26 2014 = LOOSE DOG COMPLAINT IRA VAIL RD BOLO AREA NOTHING FOUND

OCT 27 2014 = FOLLOW UP CO.RT 31 OF LOOSE DOGS FOUND OWNER GAVE WARNING

OCT 27 2014 = FOLLOW UP IRA VAIL RD LOOSE DOG FOUND OWNER GAVE WARNING

OCT 28 2014 = CALL FROM OFF DUTY CAIRO PD LOOSE DOG RAILROAD AVE FOUND OWNER GAVE WARNING

OCT 29 2014 = CALL FROM GCSO HOUSE HIT BY CAR RTE 23 BY OLD BERNIOS MADE PROPER PHONE CALLS TOW TRUCK PICKED UP HORSE TOOK TO OWNER PROPERTY, OWNER BURIED HORSE WITHIN 72 HRS AS PER STATE LAW

OCT 30 2014 = OWNER OF HORSE THAT WAS HIT BY CAR CALLED WANTED TO GET RID OF 2ND HORSE FOR FREE TO A GOOD OWNER, TOOK PICS POSTED ON FACEBOOK RECIEVED OVER 40 PHONE CALLS, FOUND NEW OWNER FROM WINDHAM, PERSON PICKED UP HORSE, ALL OK



TOWN OF CAIRO
BUILDING AND CODE ENFORCEMENT
MONTHLY REPORT

October 1, 2014 – October 31, 2014

(13) Building Permits Issued

(01) Certificates of Occupancy Issued

(07) Certificates of Compliance Issued

(23) Violations & Complaints

(02) Violations Pending Court

(24) Total Inspections were performed on current projects, violations, and fire inspections

GOALS & Accomplishments:

- Continue to work on Fire Inspections and reports
- Continue to work on violations
- Organize files
- Research new IPS App so that program can be used in the field
- Attended 3 days (21 hours) of training at NYSBOC Conference in Albany

16 Railroad Avenue, P.O. Box 728

Phone (518) 622-9894 Fax (518) 622-3217

Cairo, New York 12413

Hours Mon. – Thur. 10am – 3pm & Fri. 10am – 2pm



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

Rectified Property Maintenance Violations

1 173 Main Street	20 115 Bailey Road
2 273 Joel Austin Road	21 508 County Route 20
3 77 Long Lane	22 37 County Route 85
4 136 Bross Street	23 County Route 20 (82.04-3-8)
5 103 Bald Hills Road N.	24 County Route 85 (84.17-1-1)
6 962 Sandy Plains Road	25 467 County Route 23B
7 23 Grove Street	26 407 Plattekill Road
8 County Route 39 before Round Top Post Office	27 82 Old Route 23
9 26 Colonial Court	28 36 Grove Street
10 31 Roosevelt Avenue	29 40 Grove Street
11 451 County Route 23B	30 88 Jerome Avenue
12 37 County Route 85	31 577 New York State Route 145
13 408 Mountain Avenue	32 886 Country Route 23B
14 77 long Lane	33 1236 County Route 67
15 31 South Road	34 577 Vernal Butler Road
16 890 County Route 20	35 109 Lincoln Pkwy South
17 407 Platekill Road	36 6320 County Route 23B
18 361 Main Street	37 98 Lincoln Drive South
19 82 Bailey Road	38 597 Bross Street

- 39 360 Vernal Butler Road
- 40 576 Main Street
- 41 88 County Route 41
- 42 1125 County Route 67
- 43 439 South Road
- 44 15 Woodstock Drive
- 45 460 County Route 23B
- 46 553 Old Route 23
- 47 County Route 24 101.17-1-3
- 48 4422 New York State Route 23
- 49 453 Christina Drive
- 50 530 Main Street
- 51 26 Colonial Court
- 52 209 South Road
- 53 16 County Route 24



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

Highway Report

November 3, 2014



Highway Daily Tasks Performed:

- In house highway crew hot asphalt paving and road surface repairs. 4424 tons to date.
- Sweeper out removing loose stone from recent resurfacing on various roads.
- Put out to bid the board approved three sanders. Received two bids. Ordered the sanders from the Durocher Auto, who was the lowest bidder.
- Preparing 2015 highway budget
- Sign maintenance ongoing.
- Yard Waste program started
- Culvert maintenance continues:
- Readying equipment for snow and ice season installing one way floatation plows.
- Road side mowing finished
- Hauling stone dust for the winter season
- Mixing road sand and salt
- Clean up day: 62 residents
- Two one way plows ordered.

- Board approved truck bodies have been ordered.
- Tree and brush maintenance continues: Bald Hill Road
- Received FEMA approval for the Harold Myers culvert replacement mitigation.
- Cleaned up and organized yard and quarry
- Assessed and readying for the repair and extension of existing salt barn
- Finishing small pole barn/equipment storage.
- Winterizing equipment



Park Maintenance:

- Apple Harvest was a huge success
- Basketball court has been paved
- Installed new electric eye in hand dryer
- Servicing the snow blowers
- Repaired dog walk fencing/posts.
- Installed new mulch in playground
- Tennis court sealed
- Cleaned up and organized red barn
- Setting up 5K race: barricades, cones, etc.

Town Hall Renovations/Repairs:

- Pricing lunch room appliances and cabinets
- New door locks
- Furnace repairs: Installed new circulator pump, installed a back flow preventer, serviced furnace, replaced temperature and pressure gauge, replaced relay box and cleaned chimney.
- Installed new carpet in ambulance office, completed painting, new wiring (data/electric/phone) and moved the billing clerk into office
- Emergency lighting installed in rest rooms.
- Running alarm wiring to all offices
- Ran a new circuit to fan in tax collector's office
- Installed Exit lights in court room
- Lunch room flooring complete
- Replacing non-code wiring

Cemeteries

- Ongoing maintenance continues

Library

- Changed filters in the HVAC roof top system

Meetings & Miscellaneous

- Met with Joe from ITS regarding Town Hall communications and security
- Met with Gorman Brothers regarding Lake Avenue.
- Met with Sue Boyle regarding the 5K run.
- Met with the Daily Mail at the highway garage
- Installed a new photocell on Mountain Avenue light pole
- Replaced blown light bulbs on Main Street/Amp posts
- Replaced light pole on Main Street
- Met with Marilyn from the Agroforestry Center. They are having a seminar on November 9, 2014 regarding the prehistoric forest in the quarry.
- Repaired sidewalk surface west of Jones Street
- Annex: Installed a new faucet, repaired front window and siding.
- Met with historical society on historical marker in Acra

Cairo Public Library – November 2014 Report by Trustee Dot True
Happenings at the Cairo Public Library

Library Programs for month of October:

- Babes in Bookland Halloween Party. Sixteen babies and caregivers attended the party. Wal-Mart in Catskill donated 20 pumpkins. (The Babes program has been running for 20 years).
- Stanley Maltzman Drawing program. Attendance for the four-day session was 42.
- Yoga attendance for 4 sessions: 35

Additional and ongoing clubs/programs:

- Book club
- Knitting and crocheting club
- Literacy group
- Individual literacy and tutoring
- Cairo Piecemakers
- Needle workers (sewing, et al)
- GED

Other groups using the library's rooms:

- Cairo Historical Society
- Cub Scouts
- Girl Scouts
- WIC
- Medicare
- Veterans
- Representatives Bill Lawrence and Harry Lennon

Upcoming:

- Antique appraisal
- Animal nutrition
- Lyme disease support group
- 50th Anniversary celebration for the library

Three trustees attended the MidHudson Library System's Annual meeting where Dean was elected to the MHLS Board of Trustees to represent Greene County.

Four Trustees attended Trustee Training.

As you can see, we continue to remain relevant and busy! The library is averaging about 5 new cards per week.



Park Task Force Report

Meeting convened at 5:06 p.m. on September 9, 2014 at the Cairo Public Library.

In attendance: Elizabeth Brinckerhoff, Task Force Chairperson, Ted Banta, Town Supervisor, Linda Kuever, Fran Wolf, Janet McKeon, Mike Murphy, Cathy Hempstead, Bob Carey, Robert Hempstead, Doug Ostrander, Town Council Member.

Guests: Susan True, joining the Task Force (?)
Sherry True.

Meeting time was devoted to status updates regarding several initiatives for the Park.

Fitness Center:

The Fitness Center is nearing completion. Task Force agreed to hold the ribbon cutting, as planned, for the Apple Harvest Festival. Elizabeth is overseeing the details for the event; invitations, press, etc. Janet offered to post the event on the website.

Basketball Court:

Ted reported that the Town received estimate bids to complete the basketball court. At the Town Board meeting of September 8th, the Board approved expenditure not to exceed \$14,000. Elizabeth will notify Mr. Gibson at The Bank of Greene County.

Bistro Tables:

Robert reports that the 4 table tops are sanded and need to be painted or stained. Task Force decided to have the tables stained. Since this project has lagged, Linda Kuever and Mike Murphy agreed to coordinate a time when volunteers can complete the tables. The Task Force requested, again, that the tables be available for the Apple Harvest Festival.

Little League:

Congratulations to Mike Murphy and his Little League efforts. At the September 8th Town Board meeting, the Little League was presented with a check for \$2500 from the Greene County Youth Grant. Legislators Lennon and Lawrence presented the check. The donation will be used to make repairs to the fencing and the improvements to the Jr. /Senior field. Mike explained the fund raising the Little League will be doing in memory of Cody Veverka, using proceeds from their fund raising toward the field repairs and ultimately naming the field in memory of Cody.

Gazebo:

Elizabeth reported that Dave Infantino has received the plans from GNH. She has the designs and the plans for the Task Force to review. Decision needs to be made regarding the location. The Task Force will use their regularly scheduled October 8th meeting to take a field trip to the Park to discuss location.

General items of discussion:

Guest Sherry True inquired about the dog fencing. She mentioned that there is an issue with the gate, smaller dogs being able to slip under the fencing and the fact that the fencing may cause a legal issue if "... [her] dog is hurt [she] is coming after the town." Efforts are being made to address the dog fencing and the dog park area. Robert has received pricing to address the fence situation.

A new topic was brought to the Task Force by community member Denise Mink regarding the community garden. She has offered to create a sign and assist in cleaning up the garden area. Elizabeth will reach out to Ms. Mink again to discuss her donation of a sign. At a later date, the Task Force will discuss the clean up efforts to be done and by whom.

Town Picnic:

Elizabeth reports that there are some items the Task Force should be addressing soon. It was suggested that a large sign announcing the 2015 Park Picnic be placed near the Bank of Greene County. Elizabeth will discuss this with Mr. Gibson.

A picnic poster is needed and Janet has volunteered to check with the school district to possibly engage the students in the creation of a sign.

Summer Rec:

Congratulations to Janet for another successful summer recreation program. She reported that at the beginning of the program she had an average of 75-80 youngsters, and 60-65 youngsters ended the program. This year, she used a Facebook page. The parents expressed appreciation for having this added level of assurance regarding their children.

Youth Fair:

Ted will contact Richard Bear regarding the use of space for the Youth Fair activities as the Task Force starts to plan placement of the gazebo, batting cage and senior playground area.

Senior Playground area:

Bob Carey came prepared with a great deal of information and enthusiasm; a great sign that we are now addressing the needs of another constituency in our Town. Bob spoke with the Catskill Senior Center for suggestions and reached out to the Fortnightly Club seeking ideas. He spoke with Representative Pete Lopez, mentioning the need for such an area, discussing the activities and investigating funding availability. A lively discussion ensued with lots of ideas discussed. Ted suggested using a graphics artist to do a rendering of the selected area to include bocce ball, horseshoes, shuffleboard and tables for games. The selected area should be near restrooms and an electrical source. It was suggested that the Task Force use a part of the October field trip to scout out possible locations for the senior playground area. The Task Force appreciated Bob's commitment to this endeavor. As Bob said, "It provides an opportunity for our veterans and disabled veterans also." Robert Hempstead indicated he had money available from his bottle money collection.

The next meeting of the Town Park Task Force is Tuesday, October 8, 2014 at 5:00 p.m. **at the Town Park.**

PLEASE NOTE:

The October 8th meeting will address placement of the gazebo, batting cage and senior playground area.

Meeting adjourned at 6:15 pm.

Report respectfully submitted by Fran Wolf



Park Task Force Report

Meeting convened at 5:05 p.m. on October 7, 2014 at the Angelo Canna Town Park.

In attendance: Elizabeth Brinckerhoff, Task Force Chairperson, Ted Banta, Town Supervisor, Linda Kuever, Fran Wolf, Janet McKeon, Cathy Hempstead, Bob Carey, Robert Hempstead, Dave Infantino.

Guests: Susan True, joining the Task Force (?)
Sherry True.

Meeting time was devoted to a field trip around the Park to determine possible locations for the gazebo, senior recreation site, and a batting cage.

1. Gazebo location

Site 1: Across from the mental health building, to the right of the old basketball court and to the left of the walking path that leads up to sleigh ride hill.

Site 2: Removal of the older basketball court. Ted has indicated this is not an option as it would be costly and is a questionable action as the court is frequently used now.

Site 3: The tent area provided for the summer recreation program each year. This area may be too congested.

Site 4: The large, flat area in and between the 2 dug-outs and to the left of the tennis court. This spacious area could lend itself to accommodating both the gazebo and the senior recreation site.

2. Batting Cage location

Site 1: Ball field area right adjacent to the swing set area.

Site 2: The B field area on the other side.

Ted indicated he wanted to discuss site ideas with the Little League before going any further with choosing a site.

3. Senior Recreation area

The Task Force discussed several different aspects for the use of the flat area in and around the existing dug-outs. Bob Carey provided his insight regarding the set up of the bocce ball area, shuffle board area and horseshoes with the approximate dimensions needed for each.

If the gazebo is placed in this area, it could provide shade, and a gathering and resting place for our seniors. It was mentioned that perhaps one of the dug-outs could be converted into a restroom with handicap accessibility. Behind one dug-out is a storage area that could be converted to a locked storage facility for equipment.

It was indicated that Bob Carey wouldn't necessarily need to pursue funding as Robert Hempstead mentioned his budget could cover the senior recreation area.

This report is issued to you, the Town Board, with information gathered by the Task Force to assist you in determining the locations of these 3 important additions to our Park.

The field trip adjourned at 5:45 p.m.

Report respectfully submitted by Fran Wolf

Cairo Police Department
Town Hall
P.O. Box 728
Cairo N.Y. 12413

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

e-mail Cairopd@mhccable.com
Cell (518)-965-5553

From: Sergeant Busch #110
Town of Cairo Police Department

To: Ted Banta
Town Board Members

Re: Report of activities-Month of October 1st, 2014 to November 1st, 2014

(A) Patrol mileage: Patrol 574-
575-
576-
577- 0

Total Miles-

(B) Criminal Incidents	40
Non Criminal	151
Unclassified	

Total Complaints 191

(C) Accident Investigations	7	Total
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(D) Parking Summons	Issued
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(E) Arrests	17	7 misdemeanor, 14 violation charges
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(F) Vehicle and Traffic	20	Issued Summons
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TOWN OF CAIRO SUPERVISOR'S REPORT

November 3, 2014 @ 6PM

Location: Town Hall of Cairo, Meeting Room

Notifications of Meetings:

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

Monthly Financial Report: August 2014 will be provided at the Monthly meeting on October 6th

Zoning:

- **Zoning Meetings 2013 & 2014:**
 - o January 8th @ 4pm, January 15th @ 3:30pm, January 28th @ 4pm
 - o February 4th @ 4pm, February 15th @ 3pm, February 26th @ 10am
 - o March 15th @ 9am, March 26th @ 4pm
 - o April 8th @ 4pm, April 15th @ 3:30pm, April 22nd @ 3:30pm, April 29th @ 3:30pm
 - o May 6th @ 3:30pm, May 13th @ 3:30pm, May 22nd @ 3:30pm, May 31st @ 3:30pm
 - o June 18th @ 4pm, June 25th @ 4pm(completed review of classification chart)
 - o July 8th & 15th @ 4pm, next meeting July 25th @ 3:30pm
 - o August 12th @ 3:30pm

[February 28th, March 19th, & July 22nd meetings were cancelled]

*Completed review of the text on 5/13; reviewed zones on 5/22

*Final review completed on 8/12

Public Hearing held September 25th from 5pm to 7pm

Greene County Approved the Proposed Zoning Law with recommendations

 - o Documents posted on website:
 - Proposed Zoning Law & Revised Drafts
 - Proposed Zoning Map
 - Feedback Form
 - Other applicable documents & information
- **Final Process:**
 - o Hired John Lyons-Land Use Expert/Specialist, Attorney & Zoning Moderator to evaluate proposed errors/contradictions/discrepancies.
 - o Town Board meet with Town Counsel & John Lyons to discuss discrepancies, review property owner requests, & apply any changes to the Zoning Law.

- **Additional Zoning Reviews:** 11/11 @ 4pm, 11/25 @ 3:30pm, 12/2 @ 4pm, 12/17 @ 5pm-cancelled because of inclement weather, 1/14 & 1/28 at 4pm, 2/11 & 2/25 @ 4pm, 3/11 & 3/25 @ 4pm, 4/8 & 4/22, 4/29 @ 4pm, 5/20 @ 4pm, 6/17 @ 4pm
 - Last call for Feedback Forms was 3/7/14
- **Met with Doug Ostrander & Tal Rappleyea to apply Zoning Map changes on 7/2 @ 1pm.** Once the changes are applied to the map by the consulting agency, we will send the Zoning Draft Law & Map to the Planning Board.
 - Met with consultant to confirm map changes on October 23rd @ 3pm.
- **Next Step: Send Final Zoning Law Draft & Map to the Planning Board for their updated input.** Will meet with the Planning Board at a date to be determined.

Employee Meetings 2014:

- **January 29th @ 10am**
- **March 26th @ 11am**
- **Spring Luncheon for employees & volunteers April 30th from Noon to 1:30pm**
- **May 29th @ 2pm**
- **Ice Cream Day(2nd Annual) for employees & volunteers July 23rd @ 2pm**
- **August 20th @ 11am**
- **October 1st @ 11am**
- **Fall Lunch & Bakefest on October 22nd @ noon**
- **Employee of the Month lunches:**
 - **September 2013: Rick Busch & Dan Benoit**
 - **October 2013: no one named**
 - **November 2013: Reay Mahler**
 - **December 2013: Sean Clevenstine**
 - **January 2014: Sue Hilgendorff & Linda Kuever**
 - **February 2014: Debi Sommer**
 - **March 2014: n/a**
 - **April 2014: Brian Feml**
 - **May 2014: Louann Arp**
 - **June 2014: Mike Lamanec & Maeve Bolger**
 - **July 2014: Steven Rumph**
 - **August 2014: Kathy Rockefeller**
 - **September 2014: tbd**

Parks:

- **Basketball Court:**
 - **Resurfacing complete, sealing & painting will be done in 2015**
- **Senior Recreation Area:**
 - **Working with Santo Associates to develop a sketch/design of the area**
 - **Back to Youth Recreation Area**
 - **Working on appropriating a grant or resources for the Senior Rec Area**
 - **Researching grants currently**
- **Gazebo project:**
 - **Wood to be donated by B&B Forest Products**
 - **Metzler will donate labor and resources to cut the wood**
 - **Town personnel will build the gazebo**

- \$750 donated by GNH-the Gazebo Plans
- Identified sites for Gazebo; will meet with Park Task Force to site the Gazebo
- Projected completion of project 2015

Office Renovations:

- Phone & internet work to commence
- Court Office renovations in progress
- Ambulance Billing Office complete

Annex Building Renovation:

- Work will commence once the Library Renovation is complete.
- May consider hiring additional personnel or a contractor to work with Dale Becker.
- Annex Building Dedication:
 - Will plan a dedication for the Police Department building in honor of Floyd Hempstead in the summer or fall of 2015 depending on the completion of the renovation.

Sidewalk Initiative:

- Seeking funding & support for sidewalks down Main Street
- Potential Grant or Funding Source is Central Hudson, DOT Grant, CFA Grant, etc
- Pre-design/Design complete for North & South sides
- Meetings on 12/13/13 & 1/24/14 with County and Central Hudson
- Meeting with Engineers, County Legislators, Highway Super, & Doug O: 3/18/14, 5/1/14, 5/20/14, 6/25/14 with Representative from Assemblymember Lopez's office-Tracy Magee
- Next meeting proposed for October 28th at 4:00pm

Well supply/drilling:

- Drilled for water at the Town Park which proved no water
- Drilled for water at the County property which proved no water as well
- Will need to evaluate other sites; engineer proposed a few that will need to be discussed
- Met with engineer & grant writer on October 28th to discuss funding and water sites

Labor Negotiations:

- Highway Department Labor Agreement & Negotiations:
 - 1st Meeting for Mediation: September 11th @ 10:30am
 - 2nd Meeting: October 27th @ 10:00am
- Police Department Labor Negotiations:
 - Met with the Police Dept Reps on August 28th at 6pm for a preliminary proposal/discussion
 - Terms agreed to between the Board & Police. Will need to ratify them with a new agreement.

Employee Evaluations:

- In progress

Meetings/Events:

- Attended Apple Harvest Festival Opening October 11th @ 10:00am
- Attended/hosted Park Ribbon Cutting Ceremony for the Fitness Center October 11th @ 10:15am
- Employee of the Month Lunch October 16th @ noon
- Attended the Cairo Historical Society Meeting October 16th @ 7pm
- Employee of the Month Lunch October 17th @ noon
- Meeting with Park Volunteer October 22nd @ 11am

- Meeting to confirm Zoning Map Changes October 23rd @ 3pm
- Meeting for Highway Labor Negotiations October 27th @ 10am
- Conference call October 28th @ 2:30pm
- Meeting for Sidewalks & Water Source October 28th @ 4pm
- Meeting for Employee Health Insurance October 31st @ 8:30am

Water & Sewer Department:

- Operational Status:
 - o Senior Water Operator: Joe Myers
 - o Water & Sewer Administrator: Mike Lamanec
 - o Water Operators: John Orso & Albert Gasparini
- Administrative Status:
 - o Hiring new clerk: Valerie Peyton

Climate Smart Communities Program:

- Next meeting: Doug O. will schedule a meeting prior to the end of the year.

2015 Budget:

- Meeting September 16th 9am to 2:30pm with departments/component units.
- Tentative Budget Filed on 9/30/14
 - o 2015 Budget is within the 1.56% Tax Cap
 - o Emailed 2015 budget to Town Board on 10/2/14
 - o Public Hearing 11/3 at 6:15pm
 - o Adoption of budget must occur by 11/20/14

Upcoming Events:

- Veterans Day Ceremony November 11th @ 11am
- Employee Luncheon November 12th @ noon
- Cairo Public Library Golden Jubilee-50 years of public library November 20th 6-8pm
- Greene County School Boards Association Fall Meeting: “Working with Local Business & Advocacy Groups and Businesses” December 8th 6-8:30pm

FEMA Property:

- Closed on August 7th @ 3:30pm at Town Hall
- County to perform demolition work prior to November 7th
- Highway Dept removed structures that Town could utilize

Grant Writing:

- Grant Writing objectives:
 - Sidewalks
 - Well Water Supply
 - Ambulance Building
 - Community Center
 - Geological Site
 - Solar Farm
 - Park Improvements, Enhancements
 - New Soccer Fields, Enhance Baseball & Football Fields
 - Senior Recreation Area
 - Event infrastructure

County Business Advisory Committee:

- Attended meeting on September 4th @ 9am

- **Next meeting not yet scheduled**



Cairo Tax Collector
PO Box 319
Cairo, NY 12413
518-622-9218

taxcollector@townofcairo.com

October 31, 2014

To: Supervisor Banta & the Cairo Town Board

Re: Tax Collector's Monthly Update

- Things are beginning to gear up in the tax collector's office for the 2015 collection season. I have developed the informational insert that goes in with the tax bills (copy attached). The insert is double-sided, with the assessor's information on the reverse side. I collaborated with Janice and have included information regarding the assessor's move to the town hall building for the taxpayers' benefit. A copy of the insert has already been forwarded to Real Property as required.
- I have once again gone through the file cabinet and shredded any information that was older than 6 years, as this is the required time I must keep records.
- I have been in touch with BAS and Value Payment Systems in regard to the upcoming collection season and the continuation of the credit card payment system. Everything is in place.
- I have also been in touch with mortgage companies and banks in regard to receiving their payment information electronically.
- Please let me know if you have any questions, suggestions or concerns.

Respectfully submitted,

Susan Hilgendorff
Tax Collector



TOWN OF CAIRO LOCATIONS & DATES TO RECEIVE TAXES FOR 2015

BANK OF GREENE COUNTY- CAIRO BRANCH (JANUARY ONLY)
230 M. SIMONS RD. CAIRO, NY 12413 DURING REGULAR LOBBY HOURS

CAIRO TOWN HALL

512 MAIN STREET, CAIRO, NY 12413

OFFICE HOURS-JANUARY ONLY: TUES: NOON TO 4PM/ WED: NOON TO 4PM/ THURS: NOON to 6PM/ FRI: 10AM to 2PM

FEBRUARY 1-July 31, 2015: CALL FOR OFFICE HOURS (518) 622-9218

MAIL PAYMENTS TO: TAX COLLECTOR, TOWN OF CAIRO, PO BOX 319, CAIRO, NY 12413

PAYMENTS MADE BY MAIL MUST BE POSTMARKED BY THE LAST DAY OF THE MONTH DUE

NO POST DATED CHECKS WILL BE ACCEPTED A \$30 CHARGE WILL BE ADDED TO THE TOTAL BILL FOR RETURNED CHECKS

PAYMENTS ARE ACCEPTED BY CHECK, CASH OR CREDIT CARD (CONVENIENCE FEES WILL BE ASSESSED)

VIEW BILLS AND PAY ON LINE AT: <http://egov.basgov.com/cairo/>

EMAIL: taxcollector@townofcairo.com



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SOLE ASSESSOR FOR CAIRO, NY FOR 2015

JANICE HULL, SOLE ASSESSOR

512 Main Street

PO Box 132

Cairo, NY 12413

Phone: 518-622-8545

CONTACT ASSESSOR FOR SENIOR CITIZEN* AND STAR EXEMPTIONS*

***MUST BE OWNER-OCCUPIED, PRIMARY RESIDENCE TO QUALIFY**

EMAIL: assessor@townofcairo.com

Please Note: The Assessor's office has moved to the Cairo Town Hall @ 512 Main Street



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EMAIL: assessor@townofcairo.com

Please Note: The Assessor's office has moved to the Cairo Town Hall @ 512 Main Street



512 Main St., PO Box 728

Cairo, NY 12413

TOWN OF CAIRO WATER & SEWER

MONTHLY REPORT

OCTOBER 2014

122 PHONE CALLS RECEIVED AND RESPONDED TO

27 DIG SAFELY REQUESTS AND RESPONDED TO (4 with intensive investigation)

2 WATER SERVICES TURNED OFF

2 ALARMS RECEIVED AND RESPONDED TO

1 NEW WASTE WATER ACCOUNT CONNECTION

WATER DEPARTMENT

Water Certification – John Orso and I (Michael Lamanec) have completed the required lab at SUNY Ulster and are continuing the NY Rural Water course. Beginning October 1st, with the conclusion of Dave Jennings term, Joe Meyers is serving as an overseeing private certified contractor allowing Cairo to use his license until our certification process is completed. Details of Joe's agreement will still need to be further documented.

Water Use Law – We digitized the Water Use Law and it is now more readily available to the public through the website.

Water System Maintenance –We worked with Smith Controls to recalibrate our cistern level monitor and in the process we opened and investigated the well. The well appears to be in fine condition, although cistern level bubbler monitor is rather antiquated and ideally should be replaced with a more modern pressure sensor style. We also ordered and then installed a new battery for the phone monitoring alarm panel in the pump house control. Dealing with the modem failure on August 21st, while working with Smith Controls we learned of a communication error between the water tower and the pumps. There is still a problem with the phone communication at the control panel I have been working with Verizon to repair the line. Verizon has been on site on three separate occasions within the month and the problem has improved, but has yet to be solved. As it is an intermittent communication loss that resets itself within minutes, it is a low priority, but it does need to be fixed. It is potentially our internal system phone lines that need repair. We did a thorough clean-up of the pump house and chemical room including a chlorine tank cleanse. We did an extensive repair of a clogged curb stop. We are about to start our hydrant flushing and maintenance, including flow and pressure monitoring.

Alarm System Failure Alarm – October 4th 7:31 PM. An alarm notifying of an alarm system failure. Caused by a failing battery backup during a power outage. We had just ordered a new battery the week before. The new battery was then installed on October 9th.

Alarm Pump Failure – October 15th 11:07 PM. Pump #2 failure. Upon investigation the power circuit to the pump had tripped (although not visibly) by resetting the circuit, all is restored.

Water Testing – Under Joe's instruction, we have made some changes to our testing procedures, we are creating SOP's and JSA's for the facilities. We have increased our chlorine levels and have increased our sampling sites and schedule. John Orso does the majority of the sampling and is going to begin taking the required bacteria samples as part of his monthly routine. As per NYSDOH guidelines we did an additional series of tests throughout the park for the Apple Harvest festival. September's required "Lead & Copper" sample results came back with favorable results for the system, although one account did have a particularly high level, we are investigating the result and are potentially retesting.

Water Use Bills – Water use bills were mailed on October 1st

Water Billing – We identified and corrected numerous erroneous billing penalties that were generated by the WLB billing program. There were some errors that have been going on for many months. These errors also carried over into the sewer billing. The majority of the errors revolve around automated penalties. We have identified 86 erroneous penalties, in most instances a penalty was assessed to the account after the bill was paid on time.

Water Meters – We repaired a broken meter bottom at #1220.

Water Turn-On/Offs – We had no water turn-ons. We had two water turn-offs with meter removal, #0140 & #1360. I have made attempts to turn the water on at #0800, but there are leaks in the building that still need to be addressed by the property owner.

New Old Account – We are reviewing plans and process for a water account #4050 that has been off the system for numerous years and is looking to reconnect. The location had been previously receiving water from a line connected to another residence. Although this would definitely not be acceptable for a new residence, it was functioning that way for years in the past, and it would likely function fine in the foreseeable future. Our Water Use Law is unclear on the issue and it is subject to more consideration.

Hydrants – We are about to start our hydrant flushing and maintenance, including flow and pressure monitoring. We received a Public Protection Classification of 04/4Y from ISO. The classification report can affect insurance premiums and is on file. This rating reflects the water flow at 8 hydrants. 6 of the 8 hydrants fell below the full credit condition. The worst being on Jerome Avenue and on Mountain Avenue. I have implemented a mapping system and more precise hydrant location description to help facilitate hydrant work.

Personnel – We hired Valerie Payton as a clerk. Albert Gasparini, John Orso, and Maeve Bolger have all been very extremely helpful. Dave Jennings has ended his commitment to the water department; although he has verbalized I am welcome to contact him if a necessity arises.

SEWER DEPARTMENT

Sewer Billings – As with the water bills, we identified and corrected numerous erroneous billing penalties that were generated by the WLB billing program. There were some errors that have been going on for many months. There were two accounts receiving sewer use bills (and late penalties) on empty lots where there never was a septic tank.

Septic Tank Pump-Outs – We have begun our identification and investigation into tanks to be pumped. Pumping is scheduled to start November 3rd.

New WWT Hook-Up – Account #2550 is now connected to the waste water treatment system. Both Joe Myers and I observed the connection. The connection required a temporary closure of various valves and deactivation of pumps along the force main. Photographs and measurements are on file in the Septic Tank Log.

Pump Station #3 – (Same as last month) The 4,400 pound CAT C4.4 Generator was delivered to the PS#3 Snyder Lane location. This is an ongoing project that has been lead by Robert Hempstead and funded through FEMA. Adjustments to the fence, additional flood protection to the wet-well and the electrical connections still need to be completed. We are thankful to Robert and his crew for their continued attention to this major repair and improvement.

New Old Account – We have verbally approved the plans and process for a new WWTP connection for account #4050. The water connection is on the same plans and it is requiring further review.

TOWN OF CAIRO

November 3, 2014

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 Town 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 September, 2014.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

RESCINDING RESOLUTION NO. 180-12 OF 2012 RELATING TO CODE ENFORCEMENT TIMELINE

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the Town Board of the Town Cairo enacted resolution No. 180-12 of 2012 on July 25, 2012 setting a town policy with regard to time requirements and the enforcement of code violation within the Town, and

WHEREAS, based upon the recommendation of the Code Enforcement Officer and her experience with non-compliant alleged code violators, the Town Board believes that such prior policy should be rescinded.

NOW THEREFORE

Be it resolved, that the Town Board of the Town of Cairo hereby rescinds resolution No. 180-12 of 2012 and hereby grants the Code Enforcement Officer discretion pursuant to the Town Code Enforcement local law with respect to the process and commencement of enforcement proceedings.

SECONDED BY COUNCILPERSON _____

COUNCILMAN OSTRANDER	AYE	NAY
COUNCILMAN PUORRO	AYE	NAY
COUNCILMAN JOYCE	AYE	NAY
COUNCILMAN CORDS	AYE	NAY
SUPERVISOR BANTA	AYE	NAY

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

Authorization for Police Department to Surplus Out Chevy Impala

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 Police Department to surplus out the 2003 Chevy Impala Vin #2G1WF55K539400073.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

Dennis Brandow Pay Rate

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, Dennis Brandow was never officially terminated from the Police Department and holds the status of a Police Officer in the Town of Cairo, the Town of Cairo must pay him at the base rate of \$16.32 per hour vs the \$11.00 pay rate assigned to him as a part-time special officer on January 6, 2014; therefore,

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby approve Dennis Brandow's pay rate of \$16.32 per hour.

SECONDED BY COUNCILPERSON _____

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

AYE ____ NAY ____ ABSENT ____ CARRIED ____ DEFEATED ____

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

“Adopt 2015 Budget”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the 2015 Preliminary Budget meets the requirements of the NYS Property Tax Cap Law; and

WHEREAS, a public hearing for the 2015 Preliminary Budget was held on November 3, 2014; therefore be it

RESOLVED, the Town Board does hereby adopt the 2015 Preliminary Budget as presented.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

**“Authorization for the Supervisor to Sign the
Fireworks Contracts for 2015 & 2016”**

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 Town Supervisor to sign the Fireworks Contracts for 2015 & 2016 for the July 4, 2015 & July 4, 2016 fireworks presentations with Young Explosives Corporation.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

AGREEMENT

THIS AGREEMENT, entered into this _____, 2014, 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 Young Explosives Corp Display Fireworks (the "Contractor") with offices at 2165 New Michigan Rd, Canandaigua, NY 14424, Rochester, NY 14618;

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, 2015 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 November 3, 2014. 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: Young Explosives Corporation, 2165 New Michigan Rd, Canandaigua, NY 14424

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

Young Explosives Corporation

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

On the day of in the year 2014 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) ss.:

On the day of in the year 2014 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

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

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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

Young Explosives Corporation

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

On the day of in the year 2014 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) ss.:

On the day of in the year 2014 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

YOUNG EXPLOSIVES CORPORATION

Fireworks Exhibition Agreement

This agreement made this 26 day of September, 20 14 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Cairo

512 Main Street

Cairo, NY 12413

(10% in additional fireworks 2 year contracts 2015 & 2016)

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Angelo Canna Town Park

on the date of [REDACTED], 20 15 in a location to be designated by the customer and approved by Young.

The parties hereto mutually agree, one with the other, as follows:

1. Guaranteed Exhibition of Fireworks

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

2. Spectator Control

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the customer if noted on page 2 of the contract or if notified by written notice from the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with **no extra charge**.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be **no charge**. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

6. Terms of Payment

- a) Check box that applies: ☒ Young requires no down payment. ☐ Young requires a down payment of \$ _____, due by _____ 20 _____. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
- b) The customer agrees to pay Young, or his agent, the total sum of Four Thousand Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
- c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

Total sum 4,000.00 Dollars

Young Explosives Corp.
Display Fireworks

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

YoungExplosives.com

E-Mail: fireworks@youngexplosives.com

The parties sign below:

Robert A. Kesel
Young Explosives Corp.

Robert A. Kesel

(Print Name)

Customer Signature

(Print Customer Name)

Executive Sales Director

Title

Title

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. Entire Agreement

This Agreement for the fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter here, of and there are no other understandings, whether oral or written, regarding the subject matter hereof.

Customer Contact Name(s)

Ted Banta Supervisor

Send Invoice to:

☒ Address on front OR ☐ Name/Address below

Additional Contact Name/Information

Telephone (with Area Code)

Work: 518-622-2060

Fax: 518-622-0553

Home:

Cell: 518-965-4636

Email: tedbanta@yahoo.com

Work:

Fax:

Home:

Cell:

Email:

Insurance Information: Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. Customer is responsible for providing all information needed for full insurance coverage.

Town of Cairo, NY

Customer Requests

Time of show:

dark/as directed

☐ AM

☒ PM

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

Addendum to attached Town Agreement

**This contract qualifies for the
10% in ADDITIONAL
FIREWORKS**

**if contract signed and received in the YEC office
on or before October 19, 2014.**

**Faxed or e-mailed contracts to be received by
Saturday, October 18th.**

Send both page 1 and page 2 of the contract.

Permits

☒ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

☐ Young to apply for the Permit(s) on your behalf:

Customer to pay the amount of \$ _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

☐ ADD the above permit costs to the show price on the front of the contract.

☐ INCLUDE the above permit costs in the show price on the front of the contract.

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 26 day of September, 20 14 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Cairo
512 Main Street
Cairo, NY 12413

(10% in additional fireworks 2 year contracts 2015 & 2016)

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Angelo Canna Town Park

on the date of Monday July 4, 20 16 in a location to be designated by the customer and approved by Young.

The parties hereto mutually agree, one with the other, as follows:

1. Guaranteed Exhibition of Fireworks

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program submitted and that it shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the display in a safe and artistic manner. Young guarantees that the display will be performed to any specifications outlined in this contract or in any approved addendums.

2. Spectator Control

The customer agrees to furnish sufficient protection, by either barricades, rope lines, or other dividers, at all points from the discharge area to prevent and keep spectators from entering the area and agrees to furnish ample police protection to Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

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The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the customer if noted on page 2 of the contract or if notified by written notice from the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

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- a) Young agrees to procure liability insurance for \$ 2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) Young agrees that in the event of rain or inclement weather, a reasonable postponement may be made with **no extra charge**.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, and for the cost of the insurance.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be **no charge**. However, customer is responsible for the actual expenses incurred by Young for special work and for nonrefundable fees outlined in this contract. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.

6. Terms of Payment

- a) Check box that applies: ☒ Young requires no down payment. ☐ Young requires a down payment of \$ _____, due by _____ 20 _____. If the exhibition is canceled the deposit will be refunded, less the expenses for which Young is entitled to reimbursement under Paragraph 5 above.
- b) The customer agrees to pay Young, or his agent, the total sum of Four Thousand Dollars for an exhibition of fireworks, which will include fireworks, insurance and technicians and expenses incurred by Young, forthwith at the end of said exhibition.
- c) In the event of customer's failure to pay when due all sums due Young under this contract, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

Total sum 4,000.00 Dollars

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E-Mail: fireworks@youngexplosives.com

The parties sign below:

Robert A. Kesel
Young Explosives Corp.

Robert A. Kesel

(Print Name)

Customer Signature

(Print Customer Name)

Executive Sales Director
Title

Title

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

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Customer Contact Name(s)

Ted Banta Supervisor

Send Invoice to:

☒ Address on front OR ☐ Name/Address below

Additional Contact Name/Information

Telephone (with Area Code)

Work: 518-622-2060

Fax: 518-622-0553

Home:

Cell: 518-965-4636

Email: tedbanta@yahoo.com

Work:

Fax:

Home:

Cell:

Email:

Insurance Information: Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. Customer is responsible for providing all information needed for full insurance coverage.

Town of Cairo, NY

Customer Requests

Time of show:

dark/as directed

☐ AM

☒ PM

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the show is a surprise for someone), etc.

Addendum to attached Town Agreement

**This contract qualifies for the
10% in ADDITIONAL
FIREWORKS**

if contract signed and received in the YEC office
on or before October 19, 2014.

Faxed or e-mailed contracts to be received by
Saturday, October 18th.

Send both page 1 and page 2 of the contract.

Permits

☒ Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

☐ Young to apply for the Permit(s) on your behalf:

Customer to pay the amount of \$ _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

☐ ADD the above permit costs to the show price on the front of the contract.

☐ INCLUDE the above permit costs in the show price on the front of the contract.



TOWN OF CAIRO

November 3, 2014

Resolution No. -2014

“Authorization for Highway Superintendent Robert F. Hempstead To Make Repairs To Highway Salt Barn “

COUNCILPERSON _____ OFFERED THE FOLLOWING RESOLUTION AND MOVED
ITS ADOPTION:

WHEREAS, Highway Superintendent Robert Hempstead notified Town Board that the highway salt barn is in need of a new roof and walls need to be braced and secured.

WHEREAS, Highway Superintendent also requested that while repairs are being performed, that an extension to the salt barn would benefit the snow/ice removal operations.

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to repair and extend the highway salt barn.

BE IT FURTHER RESOLVED, that the cost of the repairs and extension will not exceed \$35,000.00

SECONDED BY COUNCILPERSON _____

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

AYE____NAY____ABSENT____ABSTAIN____CARRIED____DEFEATED____



TOWN OF CAIRO

November 3, 2014

Resolution No. -2014

“Authorization for Director of Parks, Buildings, and Grounds Robert F. Hempstead To Bid For Information Technology Services “

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 Director of Parks, Buildings, and Grounds Robert F. Hempstead to bid for Information Technology Equipment for the Town Hall Renovation Project.

SECONDED BY COUNCILPERSON _____

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

AYE____NAY____ABSENT____ABSTAIN____CARRIED____DEFEATED____

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

**“Authorizing Supervisor to Sign the Agreement with the Greene County
Department for the Aging”**

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
Town Supervisor for the Town of Cairo to sign the Rental Agreement with the Greene
County Department for the Aging for the term of January 1, 2015 through December 31,
2015.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

RENTAL AGREEMENT

This AGREEMENT between the Greene County Department of Human Services, hereinafter called the GCDHS, and the Town of Cairo, hereinafter called the TOWN, for the term of January 1, 2015 to December 31, 2015.

WHEREAS, the facilities of the TOWN Acra Community Center, located at Old Route 23B, Acra, NY, include, among other things, a kitchen equipped by the GCDHS for the preparation and serving of meals, a dining room and two (2) bathroom facilities; and

WHEREAS, the GCDHS is desirous of using the above facilities as a Senior Service Center for senior citizens at specific times; and

WHEREAS, the TOWN is willing for the GCDHS to use the above facilities for a consideration;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

FIRST: The GCDHS is hereby granted permission to use the above facilities of the TOWN for the purpose of conducting Senior Service activities including preparing and serving meals at the center, preparation and distribution of home delivered meals, and other individual and group services and activities for senior citizens, Monday through Friday each week between the hours of 7:30 AM to 1:00 PM. each day.

SECOND: The GCDHS will pay a monthly consideration of \$1,000.00 and will be responsible for providing the necessary personnel and will supply all food and other materials and services related to its programs. The GCDHS will comply with all appropriate government regulations, requests, permit processes, etc.

THIRD: The cost of heat, water, lights, electric, pest control, garbage disposal and normal wear and tear on equipment and the building shall be borne by the TOWN. Any damage to real property including tables, or other equipment beyond normal wear and tear shall be paid for by the GCDHS only if proven to have been caused by the participants or staff of the GCDHS meal service program during operating hours.

FOURTH: The parties hereto understand that there may be occasions when the above dining facilities will be used by the TOWN. On such occasion three (3) weeks notice shall be given by the TOWN to the GCDHS so that other arrangements can be made or the congregate meal service for that day in Acra can be canceled. If the TOWN rents out the facility, use of the kitchen requires a separate agreement as the kitchen equipment in the kitchen is owned by GCDHS.

FIFTH: The GCDHS will be responsible for the housekeeping of the kitchen facilities and the dining room and will maintain the premises in a tidy and orderly manner from Monday mornings to Friday afternoons as it relates to the meal service program.

SIXTH: The TOWN ensures that the grounds, structure, building and furnishings at the Acra Community Center are maintained in good repair and free from any danger to health and safety and ensure that the Center complies with all applicable laws regarding, but not limited to: zoning, building,

health, sanitation and fire safety.

SEVENTH: GCDHS and the TOWN must comply with the New York State Office for the Aging (NYSOFA) rules and regulations as noted in Appendix A.

EIGHTH: The TOWN agrees to procure and maintain necessary Workman Compensation insurance and liability insurance without additional expense to the County until expiration of the applicable statute of limitations for claims (for contract, negligence or otherwise) against the County and the Town arising out of the Town's performance of the Agreement. The TOWN shall furnish to the County a Certificate of Insurance Liability from the insurance company(ies), showing that these requirements are met. Such binder shall provide (1) that the policy shall not be changed or canceled until thirty (30) days' prior written notice has been given to the County; and (2) that Greene County is named as an additional insured. The Town shall furnish the County with such certification confirming the County's status as certificate holder prior to this contract being signed.

NINTH: The GCDHS will show proof of necessary Workman Compensation insurance and liability insurance and will add the TOWN as an additional named insured for \$1,000,000 under this liability insurance.

TENTH: The GCDHS and the TOWN will review the above monthly fee at the conclusion of the contract or at the request, in writing, of either party in relation to the services agreed to or any new services proposed by DHS to be offered at the site. This monthly fee may be adjusted only upon a written agreement between GCDHS and TOWN, such request for review must be sent to the Supervisor of the Town of Cairo, PO Box 728, Cairo, NY 12413 or to the Greene County Administrator, and the Executive Director of the Department of Human Services, Greene County Office Building, 411 Main Street, Catskill, NY 12414.

ELEVENTH: This agreement may be terminated by either party upon ninety (30) days written notice

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

APPROVED AS TO FORM

DATE _____
Ted Banta
Supervisor, Town of Cairo

AUG 29 2014
CAROL D. STEVENS
GREENE COUNTY ATTORNEY

DATE _____
Terry McGee Ward
Executive Director, Greene County Department of Human Services

DATE _____
Kevin Lewis, Acting Chairman
Greene County Legislature

APPENDIX A

1) Statutes, Regulations, and Policies: The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)

Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)

Older Americans Act Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)

Equal Access to Services and Targeting Policy (12-PI-08) Elder Law

2) Targeting: The Contractor, to the maximum extent feasible, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA.

3) Language Access: The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4) Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or services funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

5) The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

ADDENDUM "A" TO RENTAL AGREEMENT
TOWN OF CAIRO AND GREENE COUNTY DEPARTMENT OF HUMAN SERVICES
RENTAL OF ACRA COMMUNITY CENTER

WHEREAS, the Parties to the above mentioned and foregoing Rental Agreement hereby agree to make as part of the said Agreement the following Defense and Indemnification clauses:

The Parties covenant that each shall hold the other, their successors and assigns, harmless and defend against all claims, damages and causes of action for damages arising from the operation of GCDHS during the term of this agreement or any extension thereof, and for any act or omission of its officers, agents or employees; and

The GCDHS agrees to ensure compliance with Appendix "A" attached to the Agreement in accordance with paragraph "SEVENTH" of the Agreement and agrees to defend and indemnify the Town for any claims, damages and causes of action for damages arising from any alleged or actual violations of the items set forth in the aforementioned Appendix "A".

DATE

TED BANTA, III
SUPERVISOR, TOWN OF CAIRO

DATE

TERRY McGEE WARD
EXECUTIVE DIRECTOR, GREENE COUNTY
DEPARTMENT FOR THE AGING

DATE

WAYNE C. SPEENBURGH, CHAIRMAN
GREENE COUNTY LEGISLATURE

RECEIVED

SEP - 6 2013

RENTAL AGREEMENT

GREENE COUNTY
HUMAN SERVICES

This AGREEMENT between the Greene County Department of Human Services, hereinafter called the GCDHS, and the Town of Cairo, hereinafter called the Town, for the term of January 1, 2014 to December 31, 2014.

WHEREAS, the facilities of the Town's Acra Community Center, located at Old Route 23B, Acra, NY, include, among other things, a kitchen equipped by the GCDHS for the preparation and serving of meals, a dining room and two (2) bathroom facilities; and

WHEREAS, the GCDHS is desirous of using the above facilities as a Senior Service Center for senior citizens at specific times; and

WHEREAS, the Town is willing for the GCDHS to use the above facilities for a consideration;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

FIRST: The GCDHS is hereby granted permission to use the above facilities of the Town for the purpose of conducting Senior Service activities including preparing and serving meals and other individual and group services and activities for senior citizens, Monday through Friday each week between the hours of 7:30 AM to 1:00 PM. each day.

SECOND: The GCDHS will pay a monthly consideration of \$1,000.00.

THIRD: The cost of heat, water, lights, electric, pest control, garbage disposal and normal wear and tear on equipment and the building shall be borne by the Town. Any damage to real property including tables, or other equipment beyond normal wear and tear shall be paid for by the GCDHS only if proven to have been caused by the participants or staff of the GCDHS meal service program.

FOURTH: The parties hereto understand that there may be occasions when the above dining facilities will be used by the Town. On such occasion three (3) weeks notice shall be given by the Town to the GCDHS so that other arrangements can be made or the congregate meal service for that day in Acra can be cancelled. If the Town rents out the facility, use of the kitchen requires a separate agreement.

FIFTH: The GCDHS will be responsible for the housekeeping of the kitchen facilities and the dining room and will maintain the premises in a tidy and orderly manner from Monday mornings to Friday afternoons as it relates to the meal service program.

SEVENTH: This agreement may be terminated by either party upon thirty (30) days written notice.

EIGHTH: The GCDHS covenants that it will hold the Town, successors and assigns harmless against all claims, damages, or causes of action for damages arising from the operation of said GCDHS during the term of this agreement or this extension thereof and for any act or omission of its officers, agents or employees.

NINTH: The Town covenants that it will hold Greene County, successors and assigns harmless against all claims, damages, or causes of action for damages arising from the operation of said GCDHS in the

Town facility during the term of this agreement or this extension thereof and for any act or omission of its officers, agents or employees

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

Linda Kuever

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

9/4/13
DATE

Ted Banta
Ted Banta
Supervisor, Town of Cairo

7/29/13
DATE

Terry McGee Ward
Terry McGee Ward
Executive Director, Greene County Department for the Aging

12/5/13
DATE

Wayne C. Speenburgh
Wayne C. Speenburgh, Chairman
Greene County Legislature

APPROVED AS TO FORM

JUL 02 2013

CAROL D. STEVENS
GREENE COUNTY ATTORNEY

TOWN OF CAIRO

November 3, 2014

RESOLUTION NO. _____

“Budget Amendments and Payment of Bills on Abstract #320”

Councilperson_____ offered the following resolution and moved its adoption:

WHEREAS, town law requires that no fund or appropriation account may be overdrawn; and

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

RESOLVED, the Town Board does hereby authorize the following budget amendments:

From	A-1990.4	Contingent	-1,452.79
To	A-1620.2	Buildings-Equipment	+1,452.79
From	A-1990.4	Contingent	-385.44
To	A-1620.411	Buildings-Library	+385.44
From	A-1990.4	Contingent	-437.28
To	A-5132.4	H'way Bldgs. – Contractual	+437.28
From	A-3510.4	Animal Control-Contractual	-272.40
To	A-3510.15	Animal Control-Persl Serv	+272.40
From	A-7110.4	Parks-Contractual	-2,326.08
To	A-7110.15	Parks-Persl Serv	+2,326.08
From	A-8160.4	Refuse&Garbage-Contractual	-247.41
To	A-8160.15	Refuse&Garbage-Persl Serv	+247.41
From	A-8810.4	Cemeteries-Contractual	-47.25
To	A-8810.15	Cemeteries-Persl Serv	+47.25
From	A-9060.8	Medical Insurance	-48.00
To	A-9089.803	Uniforms	+48.00
From	DA-5130.2	Machinery-Equipment	-2,995.08
To	DA-5130.4	Machinery-Contractual	+2,995.08
From	DA-5142.4	Snow Removal-Contractual	-902.00
To	DA-5142.2	Snow Removal-Equipment	+902.00

And be it further RESOLVED, the Town Board does hereby authorize that Abstract #320, consisting of 2014 Vouchers #2379 through #2460 in the amount of \$249,513.70 is approved for payment.

The total amount to be paid from the:

General Fund - \$45,333.72

Highway Fund - \$193,113.84

Cap. Water Fund -

Cap. Sewer Fund -

Street Lighting Fund -

Hydrant -

Sewer Fund - \$9,316.15

Water Fund - \$1,684.21

Trust & Agency - \$65.78

SECONDED BY COUNCILPERSON _____

COUNCILPERSON CORDS

AYE

NAY

COUNCILPERSON JOYCE

AYE

NAY

COUNCILPERSON OSTRANDER

AYE

NAY

COUNCILPERSON PUORRO

AYE

NAY

SUPERVISOR BANTA

AYE

NAY

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

Town of Cairo Residents

The Town of Cairo Highway Department will be accepting yard waste (leaves, brush, lawn clippings) at 755 Route 145, Cairo, NY

**Saturdays, October 25, 2014 – November 29, 2014
8:00am – 3:00pm**

*Brush/branches four foot lengths maximum.

*Biodegradable bags accepted. Non-biodegradable bags must be emptied on site.

*No commercial haulers.

*Proof of residency required.

*No household trash/construction and demolition materials will be accepted.

Any questions, please call Robert F. Hempstead, Highway Superintendent at 518-622-9515