



TOWN OF CAIRO

GENERAL/REGULAR MEETING AGENDA

December 12, 2012 @ 4PM

Location: Town Hall, Cairo

[At 3pm-the Town Board visited the Ambulance Department]

Call to Order

Pledge of Allegiance

Attendance

Comments

Public Hearings: Resort Moratorium Local Law #4 2012 & Junkyard Moratorium Local Law #5 2012

Approval of Minutes: November 28, 2012

Work Sessions with Departments as applicable: Code Enforcement

Appointments & Resolutions

Unfinished Business

- **Code Enforcement**
- **Cairo Fish & Game Club Lease**
- **Hometown Heroes**
- **Police Labor Contract**
- **DARE Program Update**
- **Old Library Renovation**

New Business

- **Highway Department Truck Bids**
- **Holiday Hospice Family**
- **Solar Energy Update**
- **Employee Holiday Party**
- **Shared Services with School District**
- **Williams St Drainage**
- **Library**

Adjournment



TOWN OF CAIRO

Public Hearing

December 12, 2012 @ 4:00PM

Location: Town Hall, Cairo

Reason/Proposal: To extend the Resort Moratorium-Local Law #4 2012

Section 2. Purpose and Intent:

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

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

Town Clerk: Notice of Hearing

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.
- The Town Board may choose to listen and not comment.



TOWN OF CAIRO

Public Hearing

December 12, 2012 @ 4:00PM

Location: Town Hall, Cairo

Reason/Proposal: To renew the Junk Yard Moratorium-Local Law #5 2012

Section 3. Purpose and Intent:

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

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

Town Clerk: Notice of Hearing

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.
- The Town Board may choose to listen and not comment.

Local Law Filing

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov/corps

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☐ Town ☐ Village

Of CAIRO

Local Law No. 4 of the year 2012

Imposing a Second Temporary Six Month Moratorium on Approvals Involving Resorts
A local law (Insert Title)

TOWN BOARD
Be It enacted by the of the
(Name of Legislative Body)

☐ County ☐ City ☐ Town ☐ Village

of CAIRO as follows:

PLEASE SEE ATTACHED

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1.(Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ 4 _____ of 2012 of the (County)(City)(Town)(Village) of _____ CAIRO _____ was duly passed by the _____ TOWN BOARD _____ on _____ December 12, 2012 _____, in accordance with the applicable provisions of law.
(Name of Legislative Body)

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 ____ and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ and was deemed duly adopted on _____ 20 _____,
(Elective Chief Executive Officer*)
in accordance with the applicable provisions of law.

~~3. (Final adoption by referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 ____ and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ on _____ 20 ____ Such local law was submitted
(Elective Chief Executive Officer*)
to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20 ____ in accordance with the applicable provisions of law.

~~4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____, and was (approved)(not approved)(repassed after
(Name of Legislative Body)
disapproval) by the _____ on _____ 20 ____ Such local law was subject to
(Elective Chief Executive Officer*)
permissive referendum and no valid petition requesting such referendum was filed as of _____ 20 ____ in accordance with the applicable provisions of law.

***Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a countywide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.**

5. (City local law concerning Charter revision proposed by petition)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

Clerk of the County legislative body, City, Town or Village Clerk
or officer designated by local legislative body

(Seal)

Date: _____ December 12, 2012

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

STATE OF NEW YORK
COUNTY OF GREENE

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

Signature
ATTORNEY FOR THE TOWN

Title

County
City of CAIRO
Town
Village

Date: _____ December 12, 2012

TOWN OF CAIRO
LOCAL LAW # 4 OF 2012

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

Section 1. Title.

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

Section 2. Purpose and Intent.

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

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

Section 3. Scope of Controls.

A. During the effective period of this Local Law:

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

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

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

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

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

Section 4. No Consideration of New Applications.

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

Section 5. Term.

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

Section 6. Penalties.

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

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

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

Section 7. Validity.

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

Section 8. Variances

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

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

Section 9. Effective Date.

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

**TOWN OF CAIRO
LOCAL LAW # 5 OF 2012
JUNK YARD MORATORIUM**

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

Section 1. Title.

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

Section 2. Definitions

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

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

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

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

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

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

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

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

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

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

Section 3. Purpose and Intent.

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

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

Section 4. Scope of Controls.

A. During the effective period of this Local Law:

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

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

Section 5. No Consideration of New Applications.

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

Section 6. Term.

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

Section 7. Penalties.

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

A. Such penalties as may otherwise be provided by applicable local laws, ordinances, rules, regulations of the Town violations; and

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

Section 8. Validity.

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

Section 9. Effective Date.

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

TOWN OF CAIRO

December 12, 2012

RESOLUTION NO. _____

AUTHORIZING THE SUPERVISOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF CAIRO AND THE POLICE UNION

Councilperson _____ offered the following resolution
and moved its adoption:

WHEREAS, the Town Board of the Town of Cairo and the union representing
members of the Town Police Department have engaged in and completed
negotiations with respect to the contents of the Collective Bargaining
Agreement (CBA) between the parties, and

WHEREAS, both Union and the employees have ratified the final draft of the
said CBA and the Town Board has determined that the terms of the final
ratified Agreement are fair and equitable and in the best interest of the Town to
accept, therefore

Be it resolved, that the terms of the final CBA are hereby ratified by the Town
Board. The Supervisor of the Town of Cairo and/or any other Town Official
necessary, are hereby authorized to execute the said collective Bargaining
Agreement.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

December 12, 2012

RESOLUTION NO. _____

“Authorization for Deputy Highway Superintendent & General Foreman to Attend
Cornell’s Highway Safety Manual Lite Seminar”

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
Deputy Highway Superintendent & the General Foreman to attend Cornell’s Highway
Safety Manual Lite Seminar on December 13, 2012.

BE IT FURTHER RESOLVED, that all expenses will be reimbursed according to the
Town of Cairo Travel Policy.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

December 12, 2012

RESOLUTION NO. _____

“Town of Cairo Hometown Heroes Banners Program”

Councilperson _____ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby agree to support the Cairo Historical Society’s(CHS) Hometown Heroes Banners Program from mid-May to mid-July in 2013; and,

BE IT FURTHER RESOLVED, that the Town Board will allow banners to hang on the lampposts for the term indicated; and,

BE IT FURTHER RESOLVED, that the Town will offer personnel to hang and remove the banners and to install mounting kits on the lampposts.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

December 12, 2012

RESOLUTION NO. _____

“Approve Library Attorney to Codify Library Policy”

Councilperson _____ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby hire the services of Girvin & Ferlazzo, P.C.-previously hired to act as counsel for the Cairo Public Library-to assist the Town Board and Library Board in establishing and codifying Library Policy & Operations.

SECONDED BY COUNCILPERSON _____

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

AYE _____ NAY _____ ABSENT _____ CARRIED _____ DEFEATED _____

TOWN OF CAIRO

December 12, 2012

RESOLUTION NO. _____

“Void Girvin & Ferlazzo Voucher #2539”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, Voucher #2539 was approved for payment on Abstract #322 for Girvin & Ferlazzo, PC, in the amount of \$770.00 to be paid from the Capital Library Fund; and

WHEREAS, it has been determined to include charges in the amount of \$210.00 that were not related to the Capital Library Project; therefore be it

RESOLVED, the Town Board does hereby void voucher #2539 in the amount of \$770.00 and Abstract #322 is approved for payment in the amount of \$363,608.73:

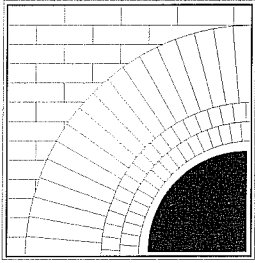
The total amount to be paid from the:

General Fund -	\$66,222.20	Hydrant -	
Highway Fund -	\$142,050.74	Sewer Fund -	\$12,636.85
Cap. Library Fund -	\$3,624.00	Water Fund -	\$1,095.99
Cap. Sewer Fund -	\$137,861.40	Trust & Agency -	\$117.55

SECONDED BY COUNCILPERSON _____

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

AYE ____ NAY ____ ABSENT ____ CARRIED ____ DEFEATED ____



BUTLER ROWLAND MAYS

ARCHITECTS,
LLP

57 West High Street
Ballston Spa, NY 12020

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

ARCHITECTURE

INTERIORS

ROOFING

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

December 04, 2012

Mr. Ted Banta, Supervisor
Town of Cairo
512 Main Street
Cairo, New York 12413

Re.: Architectural Services Proposal
Interior Improvements to the Cairo Town Hall

Dear Ted and Members of the Town Board:

Thank you for the opportunity to present a proposal for services related to assisting you with renovations to your existing building. This proposal is based on our previous email with you regarding your needs, and our intimate familiarity with your building.

SCOPE OF ARCHITECTURAL SERVICES

The Services proposed herein are intended to provide the Town with a limited construction drawing set for the issuance of a Building Permit and construction by Town forces. A set of construction documents suitable for multiple prime contracts and public bidding may be produced at an additional fee.

BRMA, based on our collected town hall project experience, proposes to perform the following scope of work services:

I. Program Services

- A brief review of the spatial needs for the Town Hall, derived from interviews with the Supervisor and staff, in order to determine an arrangement of spaces that best utilizes the newly acquired space within the building, as well as the existing doors and windows in an efficient layout.
- Provide a revised layout for review and comment.

II. Design Services

- Based on the final approved layout, preparation of limited construction drawings (24x36" sheets) which include a detailed floor plan with dimensions, notes and etc, as well as wall sections, details, finish schedule and other pertinent information for the construction of new interior partitions.
- Code Review to confirm that the proposed renovations are consistent with the Building Code of New York State and national accessibility requirements.

FEE STRUCTURE

Our proposed fee is reflective of the scope of which is enumerated above. This fee is based on a breakdown of the estimated time for our tasks for this part of the project.

I. Program Services	Lump sum fee of :	\$1,500.00
II. Design Services	<u>Lump sum fee of :</u>	<u>\$4,000.00</u>
	Total:	\$5,500.00

The fees above do not include standard reimbursables (mileage, copies, printing, faxes, etc.) as defined by the AIA Standard Form of Agreement Between Owner and Architect. Additional services requested, if any, will be billed hourly, unless otherwise agreed.

ASSUMPTIONS & LIMITATIONS FOR ARCHITECTURAL SERVICES

1. This offer is valid for a period of thirty days after the date of this letter. It is assumed that funding for professional services is available to the Town.
2. The following items are not included in the basic scope of services described above. If deemed necessary, and with the Town's prior approval, BRMA can hire the necessary consultants to provide these services, with the fee adjusted as appropriate:
 - a. Structural improvements
 - b. Plumbing improvements
 - c. Fire Protection improvements
 - d. Mechanical improvements
 - e. Electrical improvements
3. The following items are not included in the basic scope of services described above. If deemed necessary, BRMA will assist the Owner with the selection of qualified professionals to provide these additional services).
 - a. Traffic studies
 - b. Environmental impact statements and storm water drainage studies
 - c. Other special studies (archaeological, etc.) or special agency requirements
 - d. Topographic and boundary surveys
 - e. Geotechnical surveys (soil borings, test pits, etc.) to determine subsurface conditions
 - f. Environmental assessment and remediation services (hazardous materials identification for lead, asbestos, contaminated soils, air quality, etc.)
4. This proposal describes the services necessary to complete construction drawings for the issuance of a Building Permit from the Town of Cairo. Full construction documents including bidding requirements and technical specifications are not included. Construction Administration services may be provided at an additional fee.
5. This proposal anticipates (1) one to (2) two meetings in Cairo, to review layout and construction expectations. Should a substantial number of additional meetings become necessary, the fee will be adjusted accordingly, by mutual agreement.
6. Services related to the submission and presentation of this Project, beyond those already specifically listed above, to officials from any municipality or review board or hearing (Planning Board, etc.), are not included herein, but may be provided as an additional service. The approval and review processes are limited to the Owner (the Town Board of Trustees) for the purposes of these services.
7. BRMA may rely upon the accuracy and completeness of any site boundary and topography survey, geotechnical report, construction documents, or other information provided by the Owner.
8. The Owner shall thoroughly review the Architect's work promptly and shall notify the Architect in writing of any and all comments, including authorizations to proceed as required. No additional services will be commenced by the design team without prior approval of the Library.
9. BRMA will have access to any existing building documentation, drawings, and reports as well as reasonable access to the buildings and sites to conduct an assessment of existing conditions. This proposal includes provisions for observation of existing conditions from the ground, from a ladder, or from the interior of the building. Should access to specific building issues require scaffolding, mechanical lifts, excavation equipment, selective demolition, etc., coordination of such access will be provided as an additional service.
10. A professional three-dimensional rendering depicting a new building or interior spaces in the existing building are not included in this Proposal. A rendering may be provided as an additional service at a mutually agreed upon fee, if required for public presentation or as part of a grant review process (this requirement is not anticipated at this time).
11. If acceptable, please sign and return one copy of this letter. The form of agreement for the Interior Improvements for the Cairo Town Hall will be the AIA B155 (1993) Owner-Architect Agreement for Small Commercial Projects.

We appreciate the opportunity to present this proposal to your Board of Trustees, and look forward to working with you on this important project. Should you have any questions, or require any further information, please call.

Respectfully Submitted,

Paul K Mays, RA
Principal
Butler Rowland Mays Architects, LLP

I have reviewed, understand and accept the terms of this agreement, and authorize BRMA to proceed with services related to the Architectural Services described herein*:

SIGNED: _____

NAME (WRITTEN): _____

TITLE: _____

DATE _____

cc: BRMA File

SCOTT A. LANE. P.E.
PROFESSIONAL ENGINEERING SERVICES
P.O. BOX 213
PALENVILLE, NEW YORK 12463
PHONE/FAX (518) 678-3370
Email: clane2@hvc.rr.com

December 10, 2012

Ted Banta III, Town of Cairo Supervisor
512 Main St.
P.O. Box 728
Cairo, NY 12413

**SUBJECT: PROPOSAL FOR:
DESIGN PLANS FOR LIBRARY TO OFFICE RENOVATION**

Mr. Banta:

I am pleased to submit for your review and approval the following proposal for the SUBJECT project. The Scope of Services is as follows:

Abstract:

The scope of this project is to create a set of design plans, details, and construction drawings for the renovation and utility design of the Town of Cairo Library, located at 512 Main St., Cairo, NY. The Plans will be designed for the Town of Cairo as per the NYS Building code for commercial use, along with meeting the requirements of the NYS Fire Code. It is understood that these Plans shall include utility, structure, and floor layout /renovation details. The structural area is existing conditioned space and shall be considered a renovation from Library to office space. No new HVAC equipment is proposed.

Proposed Design:

The Proposed Design will include:

- A) NYS Building Code – Business/ Office Space Code Plan Review
 - 1. Lunch Room - kitchenette
 - 2. Floor Plan Renovation Layout
 - 3. Handicap Bath (as required)
 - 4. Lighting & outlet/switch layout
 - 5. Fire and Energy Code
 - 6. Access/ Egress as per code

- B) Structure Renovation & Evaluation for Cairo Town Hall Renovation
Designed as per NYS Building Code

7. Fire Alarm and Detection Plan
8. Energy Code analysis
9. Handicap Accessibility Details
10. Emergency Exit Egress Compliance Plans
11. Interior Finishing Details

Proposed Coordination:

Proposed Engineering Time beyond Plan Development will include:

1. Meetings with the Town of Cairo building Department
2. Coordination with the Town Board for their use/ needs for Floor Space
3. Coordination with Contractors for Proposed Plan Development

Electric Layout:

Lighting and electric requirements for the Site shall be coordinated between the Town of Cairo and a Greene County licensed electrician to determine the Site's functional needs and requirements. A Lighting, Emergency Egress, and Outlet Switch layout shall be provided for the electrician as required.

Phasing:

It is assumed that the project will be single phased by Structure and use, to facilitate the Town.

Schedule:

It is assumed that the investigation and engineering design process will take approximately 3-4 weeks with additional coordination between Town, Building Department, and the contractor. However, the total project design schedule may be extended due to specific Town changes and building department needs for the renovation.

Summary:

Attached is a list of technical assumptions made during the preparation of the fee, which are incorporated into this agreement.

The Lump Sum fee for the above "Proposed" Scope of Services for this work is **\$2,500**. Out of pocket expenses such as application fees, equipment rental, etc. are the owner's responsibility. An initial payment of \$1,250 will be due upon acceptance of this proposal. The final payment of \$1,250 is due upon issuance of the building permit by the Town of Cairo Building Department.

Three copies and one original Plan set will be provided to the client. The cost of copies and reproductions is at the expense of the client. To accept the terms of this agreement, please sign and date a copy of this proposal and return it with the initial retainer. Should you have any questions please feel free to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Lane", with a long horizontal flourish extending to the right.

Scott A. Lane, P.E.

Accepted by:

Printed Name: _____

Title: _____

Date: _____

TECHNICAL ASSUMPTIONS:

1. Structure Investigations

Initial structure investigations will include measure floor area, opening locations as compared to preliminary layout drawing provided. If unforeseen investigation is required behind wall/ceilings, the cost of any exploration equipment is the responsibility of the owner.

2. Additional Approvals

The estimated cost provided in the proposal does not include coordination with any agencies that are not mentioned in this proposal. This proposal does not guarantee any approval as per owners proposed design but only potential for site functionality. Changes to preliminary plan may be required as per NYS Code.

3. Proposed Use and Town Property law

The owner is responsible for ensuring current project is within the Town's scope for renovation purposes of the existing structure and site.

4. Construction Support and Construction Certification

The estimated cost does not include fees associated with construction support if field visits are required or Construction Revisions after the start of construction or from material or contractor work defects.

5. Application Fees

Owner is responsible for all application fees, review fees, permit fees, and any costs imposed by reviewing and/or approving agency(s).

6. Drawings are to be supplied of the floor plans to the client for Plan Development.

ATTACHMENT A GENERAL CONDITIONS

May 1, 2011

Clients Responsibility: Client shall provide Consultant with any available relevant information regarding the property, including but not limited to property surveys, deeds, covenants or restrictions, studies, designs, permits, permit conditions, and/or knowledge of any environmentally, archaeologically, or historically sensitive features, or any additional information which may be relevant to the Scope of Services being performed by Kaaterskill Associates or other information that may be relevant or important for the success of the project.

This agreement shall not be assigned by the Client without prior written consent from Kaaterskill Associates.

Estimated Completion Date: Unless otherwise specified in the Special Conditions work shall proceed as scheduling will allow. In the event that Kaaterskill Associates is obstructed or delayed in the completion of said services by any act of the Client or the Client's agents or by any act beyond the control of Kaaterskill Associates including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent to the time lost by reason of any or all of the aforementioned causes. Any schedule conveyed to the Client is only an estimate and not a guarantee. The final schedule is subject to agency review time frames and any unanticipated circumstances encountered during the design and review process.

Project Changes: Revisions required by the regulatory agencies, municipal review boards, or any similar entity beyond the control of the Consultant, or revisions required or requested by the Client, or work not in the scope of services are not included in the Fee and shall be billed hourly plus expenses in accordance with the Consultant's standard rates. Unless otherwise agreed upon additional work requested by the Client not in Agreement shall be approved in writing by an addendum to this agreement prior to Kaaterskill Associates proceeding with the work. If determined by the Engineer that additional services are required to complete the "Scope of Services" the Engineer will notify the Client and the cost of such services, whether performed by the Engineer and/or a third party (subcontractor/consultant), will be negotiated prior to proceeding with the remaining work and shall be agreed upon by both parties with an addendum to the agreement. If an agreement cannot be reached then either party may terminate the contract as per the termination clause.

Furnishing of Documents: The following quantity of drawings, estimates, and specifications are to be furnished by Kaaterskill Associates:

- One copy of all documents submitted to reviewing agencies.
- One copy of approved documents (stamped by approving agency)
- Two additional working sets of approved documents (without agency stamp)

Additional documents may be obtained at cost as per the Fee Schedule "Attachment B", or as specified elsewhere in the agreement. Drawings, proposals, applications and/or all related documents will not be released by Kaaterskill Associates until payment has been made for the cost of all work completed to date, unless otherwise agreed upon in writing. Final documents will not be released until balance to date is paid in full unless otherwise agreed upon in writing.

Payment: This agreement is not a guarantee of approval. Payment for services is not contingent upon project approvals, property closings, or any similar project milestone. Unless otherwise specified in the Agreement, payment shall be due upon receipt of invoice. Kaaterskill Associates may stop all work if payment is not received within the fifteen days. In the event that said account is unpaid after the thirtieth day subsequent to the date of the billing, the Client shall be subject to a monthly service charge of one and one-half (1 1/2%) on the then unpaid balance. In the event that any portion of or all of this account remains unpaid ninety (90) days subsequent to the first billing date, the Client shall pay

all costs of collection including, but not limited to staff time and expenses as well as reasonable attorney's fees. For any returned checks due to a stop payment or lack of funds the Client shall incur an additional \$100.00 plus expenses for the collection, as described above. In the event the Client has multiple agreements/projects (including addenda) with the Consultant and the Client is delinquent on one or more account(s) the Consultant reserves the right to withhold documents or stop work on any or all Projects and terminate any or all agreements. Client acknowledges that, if the project work is suspended and restarts, there will be additional charges due to suspension and restarting of the work which shall be paid for by Client as extra work. Additional charges due to suspension and restarting of the work will be incurred when the delay is unreasonable in nature.

Reimbursable Expenses and Review Fees: Unless otherwise noted in the agreement the Fee does not include reimbursable expenses as outlined in the Fee Schedule (Attachment "B") or application fees, public notification fees, map filing fees or any other "fee" not mentioned in this agreement.

Ownership of Documents: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of Kaaterskill Associates as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto. In the event the Client agrees to, permits or authorizes changes in the plans, specifications, data, reports and documents prepared by Kaaterskill Associates pursuant to this agreement, which changes are not consented to in writing by Kaaterskill Associates, Client acknowledges that the changes and their effects are not the responsibility of Kaaterskill Associates and Client agrees to release Kaaterskill Associates from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Kaaterskill Associates, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Kaaterskill Associates, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Kaaterskill Associates. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by Kaaterskill Associates and waives liability against Kaaterskill Associates for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Kaaterskill Associates.

Business Development: Unless otherwise specified in this agreement, Scope of Services shall include preliminary meetings, development of proposal and opinion of probable cost, and administrative costs associated with project start-up.

Termination: This Agreement may be terminated by mutual consent, or by either party upon seven (7) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party.

In the event all or any portion of the work prepared or partially prepared by Kaaterskill Associates is to be terminated, Client shall pay Kaaterskill Associates for all fees, charges, and services earned and/or otherwise incurred up to the date of termination. This may include but is not limited to all: all outstanding invoices; cost of work in progress; work performed by third parties and/or subcontractors, and; a termination fee in the amount of \$500 or 10% of contract price or estimated cost.

Electronic Documents: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by the consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by consultant to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by client.

When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by consultant at the beginning of this Project.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by consultant, as appropriate for the specific purpose intended, will be at client's sole risk and without liability or legal exposure to consultant or to consultant's consultants. Client shall indemnify and hold harmless consultant and consultant's consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Amendment of Agreement: This agreement may be amended only in writing signed by the Client and Kaaterskill Associates.

Applicable Law: Unless otherwise specified or agreed upon, this Agreement shall be governed by the laws of the State of New York. Any legal action by either party shall be in Cairo Town Court or Greene County Court.

ATTACHMENT B FEE SCHEDULE

January 1, 2011

<u>Classification</u>	<u>Hourly Rate or Expense Amount</u>
Staff	
Principal Engineer, Architect, Surveyor, or Landscape Architect	\$120
Licensed Engineer, Architect, Surveyor, or Landscape Architect	\$85 - \$120
Senior Engineer	\$75 - \$90
Junior Engineer	\$60 - \$75
Senior Technician	\$65 - \$75
Technician I	\$60 - \$70
Technician II	\$50 - \$60
Technician III	\$40 - \$50
Senior Designer I	\$75 - \$85
Senior Designer II	\$60 - \$75
Survey Crew Chief	\$60 - \$75
Survey Crew (2 man crew)	\$100 - \$120
Survey Crew (3 man crew)	\$130 - \$150
Environmental Specialist	\$60 - \$85
Construction Manager	\$60 - \$85
Certified Asbestos Inspector	\$75 - \$85
Executive Assistant	\$60
Administrative Assistant	\$45
Reimbursable Expenses	
Outside Consultants and Misc. Expenses	Invoiced amount plus 15%
Blue Prints and Reproductions:	
24" x 36"	\$4.00
Other Sizes	\$0.75/SF
Photo Copy over 10 pages	\$0.15/page
8 ½ x 11 with Color Photos	\$2.50 page
Travel	\$0.55/mile plus travel time

Note: Please be advised that the hourly rates listed may be subject to change without prior notice.



November 5, 2012

Town of Cairo
512 CR 23B
Cairo, N.Y. 12413

Herein after referred to as **Client**:

Re: Contract Agreement P363612

The following is a Contract Agreement between the above Client and Kaaterskill Associates (hereinafter referred to as Consultant) which includes: this Signed and Dated Letter of Agreement describing the Project, Scope of Services, Fee and Special Conditions; Attachment "A", General Conditions of the Agreement, dated May 1, 2011; and Attachment "B", Fee Schedule, dated January 1, 2011.

Project Description and Location: Provide architectural services required to renovate the former Town of Cairo Library into office space for the Town. The building is Located, 512 CR 23B, Cairo NY.

Scope of Services:

- 1) **Meeting at building:** Consultant to meet with client at the building to review preliminary renovation plan and discuss what could be required by the Existing Building Code of New York State (EBCNYS), Americans with Disabilities Act (ADA) and the Town of Cairo to renovate the building.
- 2) **Code review:** Review EBCNYS, ADA and local agency requirements for the proposed conversion of the old library (Assembly Group A-3) to office usage of the building (Business Group B).
- 3) **Suspect asbestos material survey:** If planned renovations require the removal of any suspect building material, provide an asbestos survey. According to the NYS Department of Labor (DOL) and the Environmental Protection Agency (EPA) Occupational Safety and Health Administration (OSHA) requires any suspect asbestos containing material be surveyed by a certified asbestos inspector prior to any selective demolition or repairs in buildings built before 1974. The requirements for an asbestos survey may be found under Code Rule 56 in section 5.1. According to NYS ICR 56, a survey is necessary before any selective demolition is performed at the building
- 4) **Renovation plans:** Provide renovation plans for the building:
 - a) Measure existing building required to renovate and prepare plans.
 - b) Provide existing first floor plans.
 - c) Provide interior renovation plans required to bid out all required construction
- 5) **Bidding Process:** Prepare bid packages to bid out any construction work required. The following items are included.
 - a) RFP and Invitation to bid.
 - b) Bid form.
 - c) Pre-bid meeting.
 - d) Review, qualify and award contract to successful contractor.
 - e) Prepare AIA contract.
- 6) **Construction observations:** Provide construction observations during the renovation of the building. The following items are included.
 - a) Daily visits and photos with report as required.
 - b) Review AIA Certificates for payments.
 - c) Final closeout package.

Fee: The fee for the above-described services will be billed hourly plus expenses in accordance with the attached Fee Schedule.

- 1) For Scope of Services item (1) No charge.
- 2) For Scope of Services item (2) the opinion of probable cost is \$1,000.
- 3) For Scope of Services item (3) (if required) the opinion of probable cost is \$800 (not including laboratory sample testing costs). Laboratory testing costs could be in the order of \$400.00 to \$600.00 or more

TOWN OF CAIRO OFFICES CONTRACT AGREEMENT

depending on non-friable organically bound (NOB) material found that requires an additional testing process. .

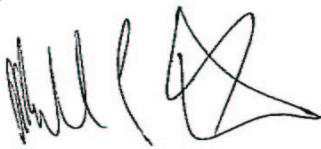
- 4) For Scope of Services item (4) the opinion of probable cost is \$4,000.
- 5) For Scope of Services item (5) the opinion of probable cost is \$3,000.
- 6) For Scope of Services item (6), no opinion of probable cost is presented due to indeterminate scope of work. Work will be billed hourly plus expenses.

Please sign and return this contract agreement so we may schedule your project to begin. No retainer will be required for this project.

Special Conditions:

- 1) Client's representative shall ensure that the building and grounds are accessible to Consultant when requested by Consultant.
- 2) Client shall provide Consultant with any available relevant information regarding the property, including but not limited to property surveys, deeds, covenants or restrictions, studies, designs, permits, permit conditions, and/or knowledge of any environmentally, archaeologically, or historically sensitive features, or any additional information which may be relevant to the Scope of Services being performed by the Consultant.
- 3) The Consultant will operate with the understanding that the Client is authorized to have this work performed on this property.
- 4) Scope of Services does not include plans to evaluate or remediate any environmental concerns including but not limited to asbestos, mold, lead paint, or radon.
- 5) Interior renovation plans do not include interior finish schedules; Floor finishes such as wood, tile, carpet will be indicated on the floor plans as discussed with Client. Actual interior finishes are to be selected by Client. Furniture layout shall be included on the floor plans to evaluate space.
- 6) Interior renovation plans do not include any electrical layout of switches, lighting, outlet locations or wiring. It will be the responsibility for the electrical contractor to install required wiring under the National Electric Code.
- 7) Interior renovation plans do not include any plumbing diagram or elevation. Contractor shall provide potable water plumbing and waste plumbing as required by the 2010 Plumbing Code of NYS and local regulations. The floor plans will indicate location of plumbing fixtures only.
- 8) Interior renovation plans do not include mechanical, electrical, or plumbing (MEP) design, heat loss calculations.
- 9) Any of the above services do not include building permit application, any planning board review process that may be required.
- 10) Any work performed which is not included in the scope of services shall be billed hourly plus expenses in accordance with Consultant's standard rates.

Signed:



Kaaterskill Associates

Client

Print Name

Address

Address

November 5, 2012

Date

Date



Delaware Engineering, PC

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

December 12, 2012

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

Subject: Cairo Wastewater System
Service cost for tanks

Dear Supervisor Banta:

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

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

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

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

Sincerely,

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

Alan Tavenner, P.E.
Senior Engineer



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

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

www.townofcairo.com
supervisor@townofcairo.com

December 12, 2012

Officer Michael Gabrielle

Dear Officer Gabrielle:

The Town Board received and accepted your resignation dated November 16, 2012. The Town Board appreciates your service to our community and wishes you the very best in your future endeavors. Congratulations on your acceptance to the New York State Police!

Best regards,

TSBIII

Ted Banta
Supervisor

cc. Chief Sprague
Town Board Members



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

Town Supervisor	(518) 622-2060
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www.townofcairo.com
supervisor@townofcairo.com

December 12, 2012

Mrs. Ailish Doran

Re: Letter to Town Board regarding the Library

Dear Mrs. Doran:

I would like to thank you for your complimentary letter regarding your family's appreciation of the new Library. I read a portion of your letter at the General Town Board Meeting on November 28th. We appreciate your experience and concern for the Library. Thank you for taking the time to write to us.

Best regards,

Ted Banta
Supervisor



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

Town Supervisor	(518) 622-2060
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www.townofcairo.com
supervisor@townofcairo.com

December 12, 2012

Tara Rumph
Debi Sommer

Re: American Red Cross Blood Drive

Dear Tara & Debi:

I would like to thank you for your efforts coordinating the American Red Cross Blood Drive this year-2012. It is such a worthy cause and commitment for the Town of Cairo to support and host. Again, thank you for your efforts and work.

Best regards,

TSBIII

Ted Banta
Supervisor