



TOWN OF CAIRO
GENERAL MEETING AGENDA

May 4, 2015 @ 6:30PM

Location: Town Hall Meeting Room, Cairo

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: April 6, 2015

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

- FEMA Flood Maps
- Court Clerk Meetings

New Business

- Senior Recreation Area
- Midhudson Cable-Fiber Contract
- Gallo Request
- Town Business Profile

Correspondence

Adjournment

Events:

Memorial Day Parade & Ceremony May 25th 11am

Minutes

Town of Cairo

Public Hearing Meeting @ 6:30pm

Local Law #2 - Imposing a Further Temporary Six Month

Moratorium on Approvals Involving Resorts.

Location: Town Hall Meeting Room

April 6, 2015

The Town Board of the Town of Cairo met for a Public Hearing on Monday, April 6, 2015 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 6:35 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 Joyce . Councilperson Puorro was absent.

Supervisor Banta explained the 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.

Supervisor Banta recited three times if there were any questions from the floor. As there were no questions, the public hearing was closed.

A motion was made by Councilperson Ostrander and seconded by Councilperson Cords to adjourn the public hearing at 6:35 PM.

Respectfully submitted,

Debra Sommer

First Deputy Town Clerk

Minutes

Town of Cairo

Public Hearing Meeting @ 6:35pm

Local Law #3 - Imposing a Further Temporary

Six Month Moratorium on Junkyards

Location: Town Hall Meeting Room

April 6, 2015

The Town Board of the Town of Cairo met for a Public Hearing on Monday, April 6, 2015 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 6:35 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 Joyce. Councilperson Puorro was absent.

Supervisor Banta explained the 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.

Supervisor Banta recited three times if there were any questions from the floor. As there were no questions, the public hearing was closed.

A motion was made by Councilperson Ostrander and seconded by Councilperson Cords to adjourn the public hearing at 6:40PM.

Respectfully submitted,

Debra Sommer

First Deputy Town Clerk

Minutes

Town of Cairo

Town Board Meeting @ 6:40 PM

Location: Town Hall Meeting Room

April 6, 2015

The Town Board of the Town of Cairo met for a Town Board meeting on Monday, April 6, 2015 at the Town Hall, Main Street, Cairo, New York.

Supervisor Ted Banta called the meeting to order at 6:40 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 Joyce. Councilperson Puorro was absent.

Supervisor Banta welcomed Chris Algozzine and his Boy Scout Troop. The troop attended the public meeting as part of the earning of a merit badge.

Resolution No. 72-15 “Local Law #2 of 2015 – Imposing a Further Temporary Six-Month Moratorium on Approvals Involving Resorts” offered by Councilperson Ostrander and seconded by Councilperson Cords:

Be it resolved that the Town Board of the Town of Cairo does hereby approve Local Law #2 of 2015 – Imposing a Further Temporary Six-Month Moratorium on Approvals Involving Resorts.

All members in favor – motion carried.

Resolution No. 73-15 “Local Law #3 of 2015 – Establishing a Further Temporary Six-Month Moratorium on Junk Yard Approvals” offered by Supervisor Banta and seconded by Councilperson Joyce:

Be it resolved that the Town Board of the Town of Cairo does hereby approve Local Law #3 of 2015 – Establishing a Further Temporary Six-Month Moratorium on Junk Yard Approvals.

All members in favor – motion carried.

The minutes from the February 12, 2015 Board Meeting were accepted by Councilperson Ostrander and seconded by Councilperson Joyce.

The minutes from the February 24, 2015 Public Hearing/Special Meeting were accepted by Councilperson Ostrander and seconded by Councilperson Joyce.

The minutes from the March 2, 2015 Board Meeting were accepted by Supervisor Banta and seconded by Councilperson Joyce.

The minutes from the March 5, 2015 Special Meeting were accepted by Councilperson Ostrander and seconded by Councilperson Cords.

Councilperson Joyce commended the professional service of the ambulance department with regards to the care of his father in law.

Highway Superintendent, Robert Hempstead gave highlights of his monthly report.

Cathy Hempstead, Library trustee reported that the community use of the library is very high and that she has updated the personnel procedure manual. The Board of Trustees will be going public to see the want and needs of the general public regarding the library. The friends of the library will be hosting a nickel social on April 25, 2015 at 1:00 PM in the Lutheran Church.

Supervisor Banta stated that during the office move process, communications will be temporarily down, hopefully no more than a day.

Supervisor Banta informed the public that the 3rd Annual Cairo Town Picnic will be held on May 2, 2015 and on July 4, 2015 there will be a wacky bed race in the park.

Supervisor Banta received a phone call from the Batista's requesting that the dog law be amended to address purebred kennel licensing.

The Town of Cairo has received \$3,800.00 youth grant and will be presented at the annual picnic.

Councilperson Ostrander spoke about updating the town's website.

Resolution No. 74 -15 "Receipt of Monthly Supervisor's Report"

Councilperson Ostrander offered the following resolution and Councilperson Joyce seconded the motion:

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 expensed and revenues, and it be documented in the minutes: therefore, be it,

RESOLVED, that the Town Board Members accept the monthly Supervisor's Report for February, 2015.

All members in favor – motion carried.

Resolution No. 75-15 "Authorization for Highway Superintendent Robert F. Hempstead To Purchase Two (2) Dump Bodies Under New York State Piggybacking Law "

Councilperson Joyce offered the following resolution and Councilperson Cords seconded the motion:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent Robert F. Hempstead to purchase two dump bodies to be fitted on 2014 Ford F550 and 2014 International Terrastar.

BE IT FURTHER RESOLVED, said purchase will be done under the New York State Piggybacking Law using the Oneida County Bid Reference # 1685 and will not exceed \$40,000.00.

All members in favor – motion carried.

RESOLUTION NO. 76-15 “Authorization for Highway Superintendent to Attend Cornell Local Roads Highway Superintendent’s Annual School”

Councilperson Cords offered the following resolution and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize the Highway Superintendent to attend the Cornell Local Roads Highway Superintendent’s Annual School May 31-June 3, 2015

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

All members in favor – motion carried

RESOLUTION NO. 77-15 “Payment of Bills on Abstract #309”

Councilperson Ostrander offered the following resolution and seconded by Councilperson Joyce:

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

RESOLVED, the Town Board does hereby authorize that Abstract #309, consisting of 2015 Vouchers #1345 through #1461 in the amount of \$193,540.91 is approved for payment.

The total amount to be paid from the:

General Fund -	\$86,850.58	Street Lighting -	
Highway Fund -	\$86,171.65	Sewer Fund -	\$15,737.2 Cap.
Sewer Fund -		Water Fund -	\$4,091.7 Cap.

Water Fund -
Hydrant Fund –

Trust & Agency – \$689.68

All members in favor – motion carried

Tal Rappleyea, Town Attorney gave an update on FEMA flood maps. FEMA stated that the maps did not need to be updated. He is waiting on a response.

At 3:00 PM today in the Town Clerk's office, bids were open for Contract No. 1- General Construction of the Annex Renovations. Present for bid opening were: First Deputy Town Clerk, Debra Sommer, Maeve Bolger, Clerk, Highway Superintendent Robert Hempstead, Morgan Scott of One Way Construction Services, Inc., Greg Guerin of CDE Electric, and Louann Arp, Town Bookkeeper. One bid was received from One Way Construction Services, Inc. in the amount of \$140,634.00.

Resolution No. 78 -15 "Reject Contract No. 1 – General Construction of the Annex Renovations bid"

Councilperson Ostrander offered the following resolution and seconded by Councilperson Cords:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby reject all bids for Contract No. 1 – General Construction of the Annex Renovations.

All members in favor – motion carried.

A discussion arose about Verizon installing a tower on private property and would like the town fee waived. Town attorney, Tal Rappleyea will pursue this issue and estimates two to three months to find a resolution.

Resolution No. 79 - 15 “Supervisor to sign CIA Security Proposal”

Councilperson Ostrander offered the following resolution and seconded by Councilperson Joyce:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize Supervisor Banta to sign a proposal from CIA Security in the amount of \$6,090.00 for the installation of commercial fire alarm system.

All members in favor – motion carried.

Resolution No. 80 - 15 “Reimbursement of Water Main Repairs To Art Zeh ”

Councilperson Ostrander offered the following resolution and seconded by Councilperson Cords:

WHEREAS, Art Zeh submitted bills to the Town Board to have a frozen water service line thawed at 491 Main Street.

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby authorize payment to Art Zeh in the amount of \$910.00.

All members in favor - motion carried.

Charles Lee, resident, had a complaint about the Dog Control Officer, Brian Feml, regarding the licensing of his neighbor’s dogs. The board will revisit with the DCO.

Kathy Hempstead, resident, asked that the board change the sign in front of Town Hall after all meetings.

Resolution No. 81-15 “Board to Move into Executive Session” offered by Councilperson Cords and seconded by Councilperson Ostrander:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby move into Executive Session at 8:05 PM to discuss medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation within the Town of Cairo.

All members in favor – motion carried.

Resolution No. 82-15 - “Board to exit Executive Session” offered by Councilperson Ostrander and seconded by Councilperson Joyce:

Be it resolved that the Town Board of the Town of Cairo does hereby exit Executive Session at 8:35 pm.

All members in favor – motion carried.

Resolution No. 83-15 “Full-Time Police Officer” offered by Supervisor Banta and seconded by Councilperson Cords:

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby hire Corey Clark as a Full-Time Police Officer at an hourly rate of \$18.36 with full-time benefits.

All members in favor - motion carried

Resolution No. 84-15 “Part-time Clerk” offered by Councilperson Cords and seconded by Councilperson Joyce:

BE IT TRESOLVED, that the Town Board of the Town of Cairo does hereby hire Maeve Bolger as a Part-time clerk at a per-diem rate of \$10.75 per hour effective March 18, 2015.

All members in favor - motion carried.

A motion was made by Councilperson Ostrander and seconded by Councilperson Joyce to adjourn the meeting at 8:37 pm.

Respectfully submitted,

Debra Sommer

First Deputy Town Clerk

Town of Cairo
Ambulance Service

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

Monthly Report

May 4, 2015

Total calls for March.....67
Total Transported calls.....46
Total Non-transported calls..... 21

Total amount billed: \$ 41,930

Miscellaneous items of Interest:

1. New Laptops placed in service with windows 7 upgrade. Working well with less operations errors.
2. Station cleaned and re-organized. Still have some issues with mice, but better than it has been through the winter.
3. Will be available to help in planning and design of new ambulance building.

TOWN OF CAIRO

ANIMAL CONTROL

APRIL 30 ,2015

APRIL WAS A VERY BUSY MONTH FOR THE DEPARTMENT , WE HAD 21 CALLS FOR THE MONTH, I HAD 2 DOG BITES WHICH WERE NOT SERIOUS . I TOOK ONE CAT TO THE CGHS IN HUDSON , I TOOK ONE DOG TO THE VET IN CATSKILL FOR A WOMAN ON MAIN STREET , AS HER DOG WAS HIT BY A CAR AND SHE COULDN'T TAKE CARE OF HIM. I WOULD LIKE TO THANK SGT. BUSCH AND OFFICER PLANK FOR ASSISTING ME AT THAT CALL .

I ONLY HAD ONE DOG IN THE CAIRO SHELTER OVER NIGHT DUE TO THE OWNER BEING AN UNATTENDED DEATH SO I HELD HIS DOG UNTILL HIS SISTER ARRIVED FROM NEW YORK CITY.

I HAD ALSO COMPLETED THE 160 HR PEACE OFFICERS TRAINING IN DURHAM . I WILL BE GETTING SWORN IN THIS WEEK .

I WILL BE ATTENDING THE 2 DAY ACO/DCO CONFERENCE IN ALBANY, MAY 12 AND 13

I AM VERY HAPPY TO LET THE TOWN KNOW THAT THE DOG ENMUERATION FOR THE TOWN WENT VERY WELL , WITH OVER 500 NEW DOG LICENSES AND OVER \$5000.00 TAKEN IN FOR THE TOWN OF CAIRO , AGAIN THANKS TO TARA AND HER STAFF WITH ALL THE HELP AND THE TOWN OF CAIRO DOG OWNERS FOR DOING THERE PART ALSO .

BRIAN FEML

ACO

TOWN OF CAIRO

Minutes: Town of Cairo Board of Appeals Public Hearing

April 23, 2015

Present: Tom Baldwin, Chair
Ed Forrester
George Weiss
George Kleinmeyer
Eric Rasmussen

Public Hearing was called to order at 6:45 PM by Chairman Baldwin with all Board of Appeals (BOA) members present.

Also in attendance:

Mr. Ray Pacifico – Property Owner
Mr. Elliot Fishman - Engineer

Adjoining Property Owners:
Mr. and Mrs. James Voulo Jr.
Mr. and Mrs. Eric Hepperle
Ms. Dorothy Hatton

Regarding the denial by Code Enforcement for a building permit for a proposed 30 x 40 single family dwelling on the lands of the Estate of Vincent Pacifico, SBL#100.00-3-34.1

At a previous meeting held on March 26, 2015, Mr. Elliot Fishman, Engineer of Santo Associates, appeared with Mr. Pacifico to explain to the BOA members the proposed layout of the driveway, house and septic system. Mr. Fishman explained that the layout of the land would require a raised bed septic system to be installed. The proposed house would be 40 feet off the centerline of the road instead of the required 65 feet. After a discussion of the project the BOA members with a motion by Edward Forrester and a second by Chairman Thomas Baldwin agreed to set a public hearing for April 23, 2015 for adjoining property owners and other interest parties to attend. All members were in favor of the public hearing.

At the public hearing, Mr. Elliot Fishman, Engineer of Santo Associates, appeared with Mr. Pacifico to explain to the adjoining property owners the proposed project and why an area variance was needed. Questions were addressed to Mr. Elliot Fishman by the adjoining property owners and also by BOA members.

The following comments and concerns were heard from the adjoining property owners and BOA members:

- Seasonal flooding in the proposed area of the raised bed septic system;
- Deeded drainage rights for the natural flow of water from the adjoining properties through the property of Mr. Pacifico;
- Closeness of the proposed building to the property lines of adjoining owners and the locations of their septic systems;
- The funneling restriction of the flow of water to one area rather than disbursing it throughout the property; and the possible hazards created at the bottom of the road and erosion issues;
- A general displeasure of the proposed variance being granted due to the location and size of the property;
- Concerns of enough well water in the area to supply all landowners;

Chairman Baldwin asked the BOA members if they had any additional questions for Mr. Fishman or Mr. Pacifico. After all comments and concerns were heard Chairman Baldwin agreed to notify all adjoining property owners of the BOA decision in writing within 5 days of the decision and the public hearing was closed at 7:20 PM.

Respectfully submitted,

Louann Arp, Secretary

Minutes: Town of Cairo Board of Appeals

April 23, 2015

Present: Tom Baldwin, Chair
Ed Forrester
George Weiss
George Kleinmeyer
Eric Rasmussen

With the close of the public hearing, the Board of Appeals (BOA) members moved into a regular session of the Board of Appeals. Chairman Baldwin asked the BOA members if they were ready to render a decision on the variance for Mr. Pacifico. After some further discussion, it was agreed that the BOA members would return on April 27, 2015 at 6:30 PM and be ready to make a decision at that time. Chairman Baldwin also gave the BOA members information for the NYS Standards for the granting of area variances per Town Law Section 267-b.

Under new business, Chairman Baldwin notified the members that a BOA meeting would be held on May 28, 2015 at 6:30 PM to discuss a variance to construct a single family residence on a .87 acre parcel of the lands of Anton Gerstberger Jr., SBL #117.00-4-2. The plot plan of the proposed project was reviewed by the BOA members.

With no other business the meeting was adjourned at 8:10 PM.

Respectfully submitted,

Louann Arp, Secretary

Minutes: Town of Cairo Board of Appeals

April 27, 2015

Present: Tom Baldwin, Chair
Ed Forrester
George Weiss
George Kleinmeier
Eric Rasmussen

Meeting was called to order at 6:35 PM by Chairman Baldwin with all Board of Appeals (BOA) members present.

Regarding the denial by Code Enforcement for a building permit for a proposed 30 x 40 single family dwelling on the lands of the Estate of Vincent Pacifico, SBL#100.00-3-34.1

Three meetings (September 2, 2014; March 26, 2015; April 27, 2015) and one public hearing (April 23, 2015) was held for a proposed area setback variance. Permission was denied by Code Enforcer Sprague for approval to build a 30 x 40 single family dwelling because the proposed structure is not 65 feet from the centerline of road as per Local Law 2 of 1991: 6A General Building Lot. Part 1. New structures shall have a minimum setback of 65 feet from the centerline of any existing highway or right-of-way.

The Board of Appeals members discussed the project with Mr. Raymond Pacifico, Mr. Elliot Fishman, Engineer from Santo Assoc. and the adjoining property owners of the proposed project. BOA members also reviewed the plot plan of the proposed project.

A motion was made by Chairman Baldwin to grant the variance to Mr. Pacifico to allow a single family dwelling to be built no less than 40 feet from the centerline of the private roadway also known as Monti Drive. This motion was seconded by Eric Rasmussen.

A roll call vote of the BOA members was called by Chairman Baldwin.

Forrester - Abstain
Weiss - Abstain
Kleinmeier - Aye
Rasmussen - Aye
Baldwin – Aye

With 3 – ayes; 0 – nays; and 2 – abstentions: The motion carried to grant the variance.

Under new business, Chairman Baldwin reminded the members that a BOA meeting would be held on May 28, 2015 at 6:30 PM to discuss a variance to construct a single family residence on a .87 acre parcel of the lands of Anton Gerstberger Jr., SBL #117.00-4-2. Chairman Baldwin mentioned that the 2 parcels owned by Anton Gerstberger Jr. SBL #117.00-4-1 with .75 acres and SBL #117.00-4-2 with .87 acres cannot be merged because SBL #117.00-4-1 has an existing manufactured home on the property.

With no other business the meeting was adjourned at 6:55 PM.

Respectfully submitted,

Louann Arp, Secretary



TOWN OF CAIRO
BUILDING AND CODE ENFORCEMENT
MONTHLY REPORT

April 1, 2015 – April 30, 2015

(07) Building Permits Issued

(01) Certificates of Occupancy Issued

(05) Certificates of Compliance Issued

(21) Violations & Complaints

(01) Violations Pending Court

(31) 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
- Move to new office in Town Hall still working on unpacking, organization and storage
 - Work on office procedures to help complete applications and projects and tasks in a more efficient manner.

512 Main Street, P.O. Box 728

P. (518) 622-3120 ext. 543 F. (518) 622-3217

Cairo, New York 12413

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



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

May 4, 2015



Highway Daily Tasks Performed:

1. Crews are out cold/hot patching pot holes as weather permits utilizing recently purchased trucks.
2. Routine repairs/service on equipment.
3. Town wide road side trash pickup has started.
4. Sign replacement/maintenance ongoing.
5. Rented road broom sweeper from Finke Equipment for a month. The rented broom, town broom and tank truck are out sweeping the heavy

residual abrasives from the snow/ice season (92 miles). Sweeping should be complete by the end of the week.

6. Renovations/updates at highway office are complete.
7. Bids went out for the two large culvert replacement FEMA projects: Sandy Plains and Harold Myers. Prior to construction there will be meetings scheduled with emergency services and effected residents.
8. Bids went out for a used roller.
9. Culvert maintenance continues
10. Extensive repairs being performed on the Town's vacuum/sweeper truck.
11. Repaired pole barn roof that shelters bucket truck.
12. Tree/brush cutting.
13. Cleaned up area where snow from Town Hall was stock piled.
14. All sanders have been removed from trucks, pressure washed and stored
15. Maintaining Jerome Avenue water leak excavation site.
16. Installed sand and coordinated clean up with County Waste for a hydraulic oil spill on Ira Vail Road
17. All lawn mowers serviced.
18. Replaced two part time workers that have moved on and found full time work elsewhere.
19. Scheduled and met with the 2015 Town Board highway liaison.
20. Next meeting we will be releasing our 2015 resurfacing schedule.
21. Yard waste program will commence May 9, 2015.

Town Hall Renovations/Repairs:

1. Electrical updating continues: security alarms, etc.
2. Installed countertop, sink and ceiling exhaust fan in the break room.
3. All departments from the annex building have been moved in to Town Hall.
4. HVAC system has been serviced and operational.
5. New phone system and IT system installed and operating.

**Park Maintenance:**

1. Painted dugout that had been vandalized.
2. Mowing has begun for the season.
3. Installed topsoil in areas that were damaged from winter maintenance.
4. Cutting and removing dead and dying trees (Elm) and brush.
5. Installed new braces on handicap sink in youth building.
6. New hexagon tables were put into use at the Bistro, holes were installed to support umbrellas.
7. Replaced ruptured pipe in youth building.
8. Repaired sink leaks at the Shinglekill Bistro.
9. Moved bleachers to the little league field.
10. Touched up and repainted picnic tables and benches.
11. Assisted little league with top soil removal.
12. Water in the Pop Warner building is turned on for the season. The two restrooms are operational. In the process of being converted to handicap/family accessible.
13. Current bathrooms by police building will be repainted, new stalls installed in the ladies room, baby changing stations will be installed in ladies and men's room.
14. Mulch was added and raked out in playground area.
15. New swing chains were ordered for the toddler swings.



Meeting & Miscellaneous:

1. Still pending: F450 purchase, plow for F350 Unit 1, skid steer with snow blower, pricing double drum roller and tandem dump trucks with snow and ice equipment.
2. Still pending: Repairs to salt building.
3. Attended Greene County Town Highway Superintendent's Association informational breakfast
4. Installed interior lighting utilizing old library fixtures in St. Edmunds. Installed exterior safety lighting.
5. Disassembled shelves in the annex and moved to St. Edmunds to be used for supplies and record storage.
6. Replaced bearing in rooftop HVAC system at the new library.
7. Met with engineer on the South Cairo FEMA projects.
8. Town of Chatham officials came to inspect kennels at sewer plant.
9. Cemeteries have been mowed and cleaned up.
10. Receiving quotes for plumbing/HVAC at the annex
11. Replaced the transformer in the children's room at the library.
12. Replaced front door at the Acra Community Center
13. We have two community service workers. Currently they are being used in the park.

Library Report - April 2015

The library community room, teen room, and soho room were used 52 times by 304 people between 4/1 and 5/1.

Groups that have used the rooms include the Girl Scouts and Boy Scouts, an ARC Literary Group, the Cairo Historical Society, the Greene County Women's League, a sewing group, the Cairo Chamber of Commerce, book club, Northeast Parent and Child Association, 4-H. Lately we have been getting in more tutors and literacy volunteers.

April programs included a Lyme and Tick presentation by Cornell Cooperative Extension, an Alzheimer's Program given by the Alzheimer's Association, Zumba, Writing, and Babes in Bookland. May programs include a Card and Collage workshop with artist Theresa Corrigan and an Acrylic Painting Workshop with Ruth Leonard. We are also extending the Zumba workshop due to popular demand.

We got a good response to the Haiku contest.

We are currently holding a bookmark design contest for all ages. Forms are available at the library. The deadline for entries is May 15.

We started our community outreach. Dot spoke at the American Legion and Cathy and Debra went to the Acra Community Center and will be returning there since few people were having lunch that day.

The New York State Comptroller's Report has been completed and submitted.

Lined up a new programmer to do our on air/online Storytime with WGXC. Her name is Danielle Schrull.

We are also starting work on the Summer Reading Program.

Debra attended a 4-H Youth Advisory Committee meeting as a member of that group.



TOWN OF CAIRO PLANNING BOARD

PO Box 728, Cairo, NY 12413

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

Email: planning@townofcairo.com

April 29, 2015

To: Town Board Members

From: Planning Board

Re: Report of the Planning Board for the Month of April 2015

On April 2, 2015, the planning board held its regular monthly meeting. There were three public hearings scheduled and held (Mudge, O'Keefe and Buel, et al). All three were held and all three projects were subsequently approved.

In open business, with respect to the Verizon cell tower application, the board had received three responses to its requests for proposals from independent engineers for assistance in reviewing the application. The board decided on Mr. William Johnson from Rochester, NY as the most qualified to conduct the review. The board will revisit this project when Mr. Johnson completes his initial review.

Mr. Nolan indicated he would be beginning his site plan application review process for his proposed propane storage tanks with the May 7 meeting of the board.

In new business, the board approved a sign application for the "Main St. Deli" applicant at 460 Main St. Review of the site plan was waived last month. There were two additional proposals. The first was from Mr. Jason Watts, Watts Oil, who proposed an addition to his existing office for indoor storage of his oil delivery trucks. The second was from J triple S LLC (Justin Slater) who proposed a storage building for bulk storage of wood pellets, rock salt and other non-hazardous materials he sells at retail. A public hearing for the J triple S LLC proposal is scheduled for the May 7 board meeting.

The board's next regular meeting will be on May 7, 2015 at 7:00 p.m.

Respectfully Submitted,
Daniel A. Benoit
Daniel A. Benoit, Chairman, Planning Board.

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 April 1st, 2015 to April 30th, 2015

(A) Patrol mileage:

Ford Crown Victoria	574- 637
Dodge Durango All wheel drive	575- 1729
Dodge Charger	576- Begnal Kingston engine problem
New Ford Interceptor	577- 1299

Total Miles- All - 3665

(B) Criminal Incidents 22

Non Criminal 112
Unclassified

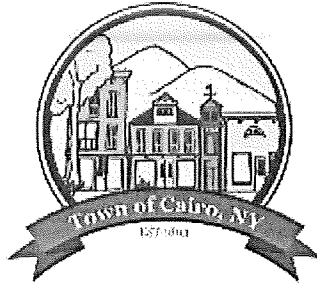
Total Complaints 134

(C) Accident Investigations **Total 9**

(D) Parking Summons 0 Issued

(E) Arrest **Total = 9, Charges = 11 misdemeanor , 8 violation,**

(F) Vehicle and Traffic 15 Issued Summons



From the desk of
Town of Cairo Tax Collector

May 1, 2015

April Monthly Report

To: Supervisor Banta & the Cairo Town Board

Re: Tax Collector's Monthly Report

- The Second Notices for tax bills that remain unpaid as of April 30, 2015 were sent out today, May 1, 2015. To date there are 440 bills that remain unpaid.
- A check for March penalties and interest was paid to the town on April 7, 2015 in the amount of \$2548.29. On or before the 15th of each month, I will continue to pay the interest accrued and late fees collected as stipulated by law.
- A check was sent to the Greene County Treasurer on April 7, 2015 in the amount of \$150,000.00 to go toward the county tax warrant as mandated by law.
- All tax payments received to date have been recorded into the BAS system and have been posted to the Warrant Book. Linda and I have also recorded all payments onto the yellow duplicate bills.
- Please refer to the attached collection summary for statistics related to the tax bill collection as of April 30, 2015. I have also attached last year's comparable report as an FYI. It is interesting to note that the percentage of taxes paid and the number of parcels paid so closely mirror last year's report. Please note the significant increase in on-line payments.
- Please let me know if you have any questions or concerns regarding the Tax Office.

Respectfully submitted,

Susan Hilgendorff
Tax Collector

Town of Cairo Town & County 2015

Collection Summary

All Inclusive

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Town & County 2015	5572975.77	10820.67	0.00	0.00	1422035.47
Totals:	5572975.77	10820.67	0.00	0.00	1422035.47

Collection Statistics:

Number of Postings:	3884
Percentage Collected:	80%
Number of Adjustments:	3
Number of Voids:	83
Number of Returned Payments:	5
Number Refunded Duplicate Pmnts:	13
Notice Handling Fees Collected:	0.00
Received Via:	
On-Line:	73
Mail:	2442
Counter:	387
At BOGC:	913

Cash:	40310.75
Check:	5413989.99
Other:	129495.70
Total:	5583796.44
Minus Duplicate/Over Payments:	0.00
	5583796.44
Taxes:	5572975.77
Penalty:	10820.67
Surcharge:	0.00
Ret. Check Fees:	0.00
Notice Fees:	0.00
Total:	5583796.44
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
	5583796.44

Other Payment Type Breakout:

Credit Card:	7	11939.75
Money Order:	4	2889.82
Online Payment:	73	114666.13

Town of Cairo Town & County 2014

Collection Summary

Transactions Posted on 12/31/2013 thru 04/30/2014

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Town & County 2014	5357740.07	11607.78	0.00	0.00	1338796.42
Totals:	5357740.07	11607.78	0.00	0.00	1338796.42

Collection Statistics:

Number of Postings:	3876
Percentage Collected:	80%
Number of Adjustments:	0
Number of Voids:	92
Number of Returned Payments:	19
Number Refunded Duplicate Pmnts:	10
Notice Handling Fees Collected:	0.00

Received Via:

On-Line: 44
Mail: 1879
Counter: 380
Bank Payment: 866
At BOGC: 628

Cash:	46154.21
Check:	5244519.55
Other:	78757.89
Total:	5369431.65
Minus Duplicate/Over Payments:	23.80
	5369407.85
Taxes:	5357740.07
Penalty:	11607.78
Surcharge:	0.00
Ret. Check Fees:	60.00
Notice Fees:	0.00
Total:	5369407.85
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
	5369407.85

Other Payment Type Breakout:

Credit Card:	3	2110.56
Money Order:	8	4906.32
Online Payment:	45	64211.16
Cashiers check:	4	7529.85



512 Main St., PO Box 728

Cairo, NY 12413

TOWN OF CAIRO WATER & SEWER

MONTHLY REPORT

APRIL 2015

58 OFFICE PHONE CALLS RECEIVED AND RESPONDED TO

6 DIG SAFELY REQUESTS AND RESPONDED TO

4 WATER SERVICES TURNED ON

1 WATER SERVICES TURNED OFF

0 ALARMS RECEIVED AND RESPONDED TO

WATER DEPARTMENT

Water Rules & Regulations Review – An amendment (or total rewrite) to the current 1990 version of the Cairo Water District Rules & Regulations is in order. There are parts of the regulations that are outdated and in need of clarification. Issues regarding the responsibility of water service line ownership and maintenance should be reviewed. The responsibility of the Highway Department should also be reviewed. I suggest a committee to review and make adjustments.

Water Alarm System – The “Sensaphone Express II” alarm system had failed and is no longer covered by warranty. Estimate to repair the system would be about \$700. The same system new is \$1,800. We feel

that the Express II system is excess for our needs and we are ordering a new Sensaphone Model 1800 to replace it for about \$1,000.

Water Turn-On/Offs – We had water turn-ons: #0340 seasonal, #4080 seasonal, #3100 new owner, and we turned on the water services in the town park. We had one water turn-off with meter removal, #0330. I have now spent numerous hours cleaning debris from curb stops, a variety of tools and techniques are used. Eventually a department owned generator, air compressor and shop-vac will be welcome additions.

Water System Maintenance – We have replaced a broken valve box lid on Grove Street. We repaired and replaced a corroded electrical line and the series of related outlets in the chemical pump room at the primary well. We also identified and replaced a faulty relay in the control panel at the primary well. Chemical corrosion to the metal conduit caused a short which blew the relay. We replaced the electrical conduit with plastic and the outlets are also protected by plastic shielding. The combination of water, electricity and corrosive chemicals made for a specific requirement which we have met. We installed a dehumidifier unit in the subterranean vault to slow the corrosion and protect the electrical control panel. The intermittent communication error between the water tower and the pumps still exists. A severely corroded vacuum pump line is scheduled to be replaced. We are also planning to replace a water hammer arrestor pressure tank with a more modern, safer and smaller apparatus. The original arrestor tank is showing signs of decay and is potentially dangerous as it is holding significant pressure. John Orso, Joe Myers and I will be doing the repairs and upgrade.

Water Meter Readings – Albert Gasparini had completed the water meter readings and we have continued to streamline the process while still identifying and correcting prior errors. When we enter the meter readings, it is an opportune time to identify potential leaks. We had discrepancies that led us to identify substantial water loss from frozen and burst pipes at accounts #0330 & #3310. Other accounts were informed if they were using an aberrant amount of water, in most instances; it was a leaky toilet that can add up to thousands of gallons of waste per month. The visual collection of meter readings also alerted us of a substantial leak that was not evident by the actual meter reading, as it was between the meter and the curb stop. This leak was quickly repaired by the property owner.

Water Use Billing – We mailed the water use bills in the total of \$47,975.88 which includes \$200 in other charges for replaced water meter bottoms.

Water Certification – (Same as last month) John Orso and I (Michael Lamanec) are continuing the NY Rural Water course. Joe Myers is serving as an overseeing private certified contractor allowing Cairo to use his license until our certification process is completed.

SEWER DEPARTMENT

Septic Tanks – We have made repairs to three septic tank access lids, and we have many more to do.

Septic Tank Pump-Outs – No tanks were pumped in April.

Septic Pump Stations- John Orso and I are going to take control of the pump station monitoring. The stations are to be monitored to avoid system failure. The task is something we can easily handle and will save some funds from contractual expenses.

The State of the Water & Sewer Department –

Personnel –John Orso continues to do the majority of the water testing and chemical treatments, he has also been assisting with the water meters and the septic tank projects. I have requested John Orso's hourly wage be increased from \$10.75 to \$11.75 while working for the water & sewer department. I have also requested that John is available a set 14 hours per week. Albert Gasparini has completed the water meter readings. Joe Myers continues to be a most valuable asset in the mechanics of both the water and waste-water systems. Valarie Payton is learning well and is tasked with the organization of our filing system.

Establishing SOPs (standard operating procedures) for various aspects of this department is an important goal we continue to work towards.

Michael Lamanec

Town of Cairo Water & Sewer Administrator



TOWN OF CAIRO SUPERVISOR'S REPORT

May 4, 2015 @ 6:30PM

Location: Town Hall of Cairo, Meeting Room

CAIRO...A Small Town with a BIG HEART!

Monthly Financial Report:

- March 2015
- Sent via email to the Board & provided a copy at this evening's meeting

Zoning Next Steps:

- Respond to Planning Board recommendations
- County Planning Board Review
- Public Hearing
- Adopt Law

Employee Meetings 2015:

- January 21st @ 11am
- April 1st @ 11am
- April 22nd @ noon-employee & volunteer luncheon

Angelo Canna Park:

- **Senior Recreation Area:**
 - o Site Design Updated
 - o Entire Area is Handicap Accessible
 - o Need engineer to develop a cost analysis & materials list
 - Santo Associates have provided a proposal for services in the amount of \$1,000
 - o Seeking \$10,000 Grant from local foundation
 - o Will seek additional grants and fundraise for project
- **Gazebo project:**
 - o Doug O., Elizabeth B., & Dave I. are working on plans & materials for Gazebo
 - Plans have been donated by GNH Lumber
 - Materials have been donated by B&B Forest Products
 - Milling has been donated by Bill Metzler
- **Soccer Fields:**
 - o County Legislators-Harry Lennon & Bill Lawrence-presented \$5,000 to the Rip Van Winkle Soccer League, Patti & Don Gibson
 - o The League has received multiple grants and donations thus far and intends to begin construction on the fields this year
 - o Kevin Berry of Berry Builders will be donating his time to be the General Contractor for the Field's construction

Town Hall Renovations:

- Completed phases of construction & IT/phone installation
- Fire Alarm System:
 - o To be installed

Annex Building Renovation:

- Annex Building Dedication:
 - o Currently, removing contents
 - o Preparing for renovation
 - o Will plan a dedication for the Police Department building in honor of Floyd Hempstead in the Fall of 2015 depending on the completion of the renovation.

Sidewalk Initiative:

- Seeking funding & financial resources for sidewalks down Main Street
 - o Applying for the NYSDEC Catskill Park Smart Growth Implementation Grant
- May incorporate a Rails to Trails phase along William Dinger Rd to the corner of Railroad Ave where the Cairo Historical Society has commenced their Railroad project
- Cairo Historical Society asked the Town of consider installing sidewalks from Town Hall to their location at 35 Railroad Ave.
- Met with Assemblymember Lopez's office to discuss available opportunities for sidewalks at the meeting stated below on March 5, 2015

Well supply/drilling:

- In progress, next step is to contact the property owner of an identified well site location
- Spoke briefly with the County about funding opportunities for water repairs, upgrades, & improvements
- Meeting with Assemblymember Lopez to discuss repairs, improvements to the Water System on March 5, 2015:
 - o Upgrade water supply line(s) on Jerome Ave and any other insufficient lines
 - o Replace Water Tank
 - o Find another well source
 - o Expand Water District

Labor Negotiations:

- **Highway Department Labor Agreement & Negotiations:**
 - o In progress
- **Police Department Labor Negotiations:**
 - o Negotiations complete, Memorandum of Agreement issued-pending approval
 - o Town of Cairo Police Manual ought to be updated.
 - Doug O., Rick B. and Labor Counsel will be working on a revision
- **Ambulance Department Labor Negotiations:**
 - o In the process of scheduling a meeting with the representatives

Meetings/Events:

- Business Advisory Committee Meeting 4/7/15 @ 10:30am
- Meeting with counsel 4/7/15 @ 3pm
- Meeting with Water & Sewer Administrator 4/14/15 @ 11am
- Meeting with the Superintendent of Schools & staff, & Doug O. 4/15/15 @ 2pm
- Meeting with counsel 4/17/15 @ 9am
- Meeting Water & Sewer Administrator 4/17/15 @ 11am

- Luncheon for Town employees & volunteers 4/22/15 @ noon
- Meeting Bob Carey & Robert H. for Senior Rec Area 4/24/15 @ 10am
- Attended Rotary's Charity Breakfast for the Greene County Youth Fair 4/26/15
- Meeting with counsel 4/27/15 @ 10am
- Hosted lunch for 2014 Volunteers of the Year-Kargoes 4/29/15 @ noon
- Meeting with Elizabeth B. 4/30/15 @ 3pm
- Meeting with Robert H. 4/30/15 @ 4pm
- Attended Little League Opening Ceremony 5/2/15 @ 9am
- Attended/hosted 3rd Annual Picnic 5/2/15 11am-3pm
- Attended International Exchange Student visit in Cairo 5/2/15 @ 2pm

Solar Energy Initiative in progress:

- Doug O. and I are continuing with research & meetings
- Power Purchase Agreement Solar Opportunity

Grant Writing objectives:

- Sidewalks: in progress with Delaware Engineering
 - Submitted Application for the NYSDEC Catskill Park Smart Growth Implementation Grant of \$75,000
 - Will include a Rails to Trails request for funding
 - At the meeting on March 5, 2015(stated below) discussed funding opportunities.
- Well Water Supply & Water District: in progress with Delaware Engineering
 - Met with Assemblymember Lopez & staff, Alan Tavenner-Delaware Engineering, Joe Myers-Water & Sewer Consultant, Mike Lamanec-Water & Sewer Administrator, & the Town Board on March 5, 2015 to discuss funding opportunities.
 - Working with Delaware Engineering to apply for grants & funding
- Community Block Grant: \$300,000
 - For income eligible, single family owners for home repair & improvements
 - Assisted by the Catskill Mountain Housing Foundation
 - Public Hearing held February 12th 6:30pm
 - Waiting on decision from the State
- Community Center: seeking grant writer
- Geological Site: seeking grant writer
- Ambulance Building: seeking grant writer
- Park Improvements
 - Soccer Fields, Baseball Fields, Football Field: in progress
 - Senior Recreation Area: in progress
 - Enhancements such as gazebo, bathrooms, etc

Greene County Business Advisory Committee:

- Campaign: Buy/Invest in Greene
- Mission: to procure businesses for Main St in Greene County
- Meeting on April 7th @ 10:30am
- Posters, flyers are available

FEMA Flood Maps:

- Updates requested by the State
- Public Hearing will be held 6/1/15 @ 6:30pm

3rd Annual Picnic-I Love My Park Day...

- May 2nd-it was a Great Success! See article in the Daily Mail on 5/3/15
- Little League Opening Day at 9am,
- Boy Scouts Spring Camporee
- Greene County Youth Grant Presentations at 11am
 - o Presented by Harry Lennon & Bill Lawrence
 - o \$5,000 for the Soccer Fields
 - o \$3,800 for playground equipment
 - 3 Cell Honeycomb Climber & Adaptive Swing for children with special needs
- Bike Parade at 11:30am; Free Bike Raffle at 1pm
- More than 45 bikes were given/donated, along with fishing poles, & a youth Adirondack chair
- Special Thank You: Elizabeth B., Linda K., Doug O., Robert H. & PBGs, Dave I., Janet M., Mike M., & Kathy B.

Memorial Day Parade:

- Monday, May 25th @ 11am; 10:30am line-up across from Hannaford
- Ceremony at the Park after the Parade

July 4th Celebration:

- Cairo Chamber: Wacky Bed Race 4pm
- Call Brian Feml or MA Tarpinian to participate

Dog Law Request:

- Received a request from Batista to amend our new Dog Law to accommodate for Purebred Kennel licenses
- Bill Lawrence was in attendance when I met with the Batistas
- Mary-Jo C., Dan J., & Brian Feml will address

Annual Update Financial Document:

- Filed with the NYS Comptroller's office
- Will be noticed in the paper

County Wide Ambulance Service:

- Contacted by Aidan O'Connor to meet to discuss service
- They are waiting on whether or not Catskill will opt into the county-wide ambulance concept before meeting with us.

Town of Cairo Business Profile:

- I recommend we create a business profile for interested businesses and to solicit business

Cairo-Durham Central School District:

- District-Wide Shared Decision Making Team Meeting on May 7th from 3pm to 5pm
- HS/MS Media Center

Ambulance Building:

- Spoke with Scott Lane & Reay Mahler asking for a proposal for an ambulance building design

TOWN OF CAIRO

May 4, 2015

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 March, 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 _____

TOWN OF CAIRO

May 4, 2015

RESOLUTION NO. _____

“Senior Recreation Area Professional Services”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, Robert Carey Sr. proposed a Senior Recreation Area for Angelo Canna Town Park;

AND WHEREAS, Santo Associates offered a site design for said Senior Recreation Area at no cost;

AND WHEREAS, a preliminary site plan, a preliminary list of materials, and a preliminary cost estimate will be necessary to seek grants, funding, and donations; therefore be it,

RESOLVED, that the Town Board hereby approves the proposal for professional engineering services from Santo Associates in the amount of \$1,000 and authorizes the Supervisor to sign said proposal.

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 _____



SANTO ASSOCIATES

LAND SURVEYING AND ENGINEERING, P.C.



April 30, 2015

Town of Cairo
Town Hall
512 Main Street, PO Box 728
Cairo, New York 12413

Attention: Mr. Ted Banta, Supervisor

Subject: Proposal to Provide Professional Services
Senior Recreation Area, Angelo Canna Park
Town of Cairo, Greene County, New York

PRINCIPALS

~~XXXXXXXXXXXXXXXXXXXX~~
~~SALVATORE R. SANTONASTASO, L.S.~~

ANDREW C. SCHAUFFERT, L.S.*

ELLIOTT FISHMAN, P.E.*

ALTON P. MACDONALD, JR., L.S.

*ALSO LICENSED IN VERMONT

Dear Sir:

Santo Associates respectfully submits the following proposal to provide Professional Services in conjunction with the Town of Cairo's planning process of proposed improvements to an area within Angelo Canna Park to be known as "The Senior Recreation Area". Santo Associates' Scope of Services shall involve preparation of a preliminary site plan, a preliminary list of materials, and a preliminary cost estimate.

Santo Associates proposes to perform the above described work for a fixed lump sum fee of One Thousand Dollars (\$1,000.00) in accordance with Santo Associates' standard Compensation Schedule and Terms (Attachment A). Should changes be requested to the plan after submittal, Santo Associates would propose to perform additional requested services on a Time and Material basis in accordance with prescribed rates.

Thank you for the opportunity to submit this proposal and offer our services. If you are in agreement with the Scope of Services, Terms and estimated Fees as stated and you wish to retain our firm, please indicate so by signing in the space provided below and by returning the signed original to Santo Associates' Catskill Office. The enclosed copy is for your records.

Respectfully Submitted,

Elliott Fishman, P.E.
Vice President

Agreed:

Authorized Signature

Date

Name (Type or Print)

Phone Number

EFaws
QOT15.051

CATSKILL OFFICE

340 MAIN STREET ♦ P.O. BOX 405
CATSKILL, NEW YORK 12414
PHONE: (518) 943-5140 ♦ FAX: (518) 943-5689

CLIFTON PARK OFFICE

1 BARNEY ROAD ♦ SUITE 109
CLIFTON PARK, NEW YORK 12065
PHONE: (518) 383-8001 ♦ FAX: (518) 383-6026

SANTO ASSOCIATES

COMPENSATION SCHEDULE AND TERMS

The compensation and manner of payment by Client to Santo Associates, Land Surveying and Engineering, P.C. (Consultant) for its professional services are as set forth below:

1. **Personnel Charges:** Unless specifically stated otherwise, Consultant shall be paid for each hour spent by Consultant's personnel performing work in accordance with the following rate schedule, which includes overhead and profit.

TITLE	HOURLY RATE	TITLE	HOURLY RATE
Principal / Expert Witness	\$ 190.00/hr	Professional Land Surveyor	\$ 119.00/hr
Professional Engineer	139.00/hr	Survey Technician	65.00/hr
Project Manager	139.00/hr	1-Person Survey Field Crew ⁽¹⁾	79.00/hr ⁽⁵⁾
Assistant Project Manager	126.00/hr	2-Person Survey Field Crew ⁽¹⁾	129.00/hr ⁽⁵⁾
Project Engineer	101.00/hr	3-Person Survey Field Crew ⁽¹⁾	179.00/hr ⁽⁵⁾
Senior Engineer	95.00/hr	Word Processing/Administration	37.00/hr
Engineer	82.00/hr	Clerical	31.00/hr
Environmental Scientist / Planner	82.00/hr	Express Mail/Courier Service ⁽²⁾	⁽³⁾
Engineering Technician	76.00/hr	Telefax Service	1.25/page
CAD Operator / Draftsperson	75.00/hr	Long Distance Phone Calls	⁽³⁾
Project Administrator / Office Manager	63.00/hr	Reproduction/Binding Services	⁽⁴⁾

An overtime premium factor of 1.5 shall be applied to the above rates for hours authorized by the Client and worked in excess of eight (8) hours per person per day for Project Manager and below. All other overtime hours shall be billed as set forth above. For projects located in excess of 70 miles from our home office, a \$145.00/day (per diem) charge per employee shall be billed for each day overnight accommodations are used. Mileage shall be billed at \$0.565/mile.

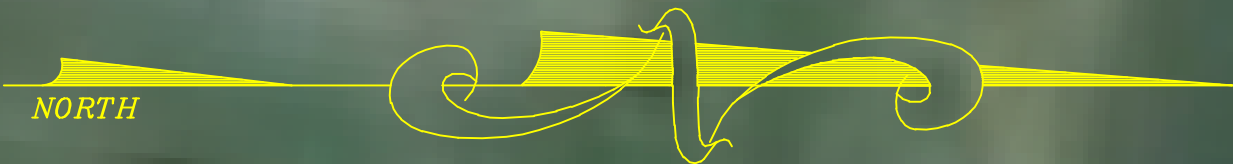
- ⁽¹⁾ Includes crew vehicle(s) and survey equipment (e.g., electronic total station, data collector, survey legs, prism(s), range pole(s), stakes, flagging, iron pins)
- ⁽²⁾ No Cost if Client's own Federal Express or U.P.S. Account Number is used.
- ⁽³⁾ Cost plus (up to) 15%.
- ⁽⁴⁾ Standard posted rates contemplate reproduction of basic number of reports/maps being made, namely two (2). Additional copies at request of either Client or Approval Agency/Authority will be reproduced on the basis of cost plus 15%.
- ⁽⁵⁾ Prevailing Wage Rates shall be billed for field survey personnel working on publicly funded construction projects or when otherwise required, as follows unless specifically stated otherwise: 1-Person Survey Crew=\$173.00/hr.; 2-Person Survey Crew=\$324.00/hr.; 3-Person Survey Crew=\$447.00/hr.

2. **Ownership of Documents:** All documents, including research, original drawings, maps, estimates, specifications, reports, field notes and data, calculations and analyses, are and shall remain the property of Consultant.
3. **Subcontractors and Retained Consultants:** Client acknowledges that Consultant may utilize third-party service providers in the performance of its obligations. Any subcontractor or retained consultant required in connection with the project shall be retained by Consultant on behalf and as agent of Client. Such subcontractors or retained consultants shall be billed at assigned rates plus a markup for administration not to exceed 10%.
4. **Billing:**
- Compensation due Consultant shall be based upon actual work performed and shall be billed to Client at fiscal monthly intervals and/or at stipulated milestones. Said compensation shall be due and payable by Client upon receipt of the invoice.
 - Client shall notify Consultant immediately of disputed invoice items. Client shall pay the undisputed portion in accordance with Consultant's terms. Consultant and Client shall work together to resolve invoice differences as quickly as possible. Failure of Client to notify Consultant of disputed invoice items in writing within thirty (30) days from the date of the invoice shall be considered as indication of acceptance of the invoice by the Client.
 - A finance charge of 1.5% per month will be assessed for payments not received within thirty (30) days from the date of invoice.
 - All collection fees, including attorney's fees, will be added to any unpaid balance submitted for collection. Unpaid accounts may be submitted for collection three months from the original billing date.
5. **Effective Period of Schedule:** Compensation Schedule and Terms are effective through December 31, 2015. Hourly personnel rates are subject to a five (5) percent yearly increase. Modifications to this Schedule shall be submitted for Client review and approval sixty (60) days prior to the effective date of any revision. In the event that a modification to the Schedule is not submitted, the effective period shall be automatically extended in one month increments until such time that the agreed upon Scope of Services has been completed.
6. **Termination:** In the event of termination of work by Consultant due to Client's default, Client shall pay for all work done to that date in accordance with the agreed upon terms.

GREAT BEAR PLAY AREA SENIOR RECREATION AREA PROPOSED IMPROVEMENTS



GREAT BEAR PLAY AREA
SENIOR RECREATION AREA
PROPOSED IMPROVEMENTS



- LEGEND**
- PROPOSED CHAIRS/GRASS ROAD TABLE WITH CHAIRS
 - PROPOSED EXPANSION SPACE (SMALL) (2 FT. +/- TALL 2 FT. +/- DIAMETER ASSUMED)
 - PROPOSED EXPANSION SPACE (LARGE) (5 FT. +/- TALL 8 FT. +/- DIAMETER ASSUMED)
 - PROPOSED DECIDUOUS TREE (20 FT. +/- TALL 18 IN. +/- DIAMETER ASSUMED)
 - PROPOSED WALKWAY
 - EXISTING ELEVATION CONTOUR 0' POINT INTERVAL
 - EXISTING ELEVATION CONTOUR 0' POINT INTERVAL
 - PROPOSED LIGHT POST (32' FOOT DIA. W/1' CONCRETE BASE)
 - STORMWATER DRAINAGE SPILL-DECK DETENTION



TOWN OF CAIRO

May 4th 2015

RESOLUTION NO. _____

“Accepting Water Billing
Dated April 2nd 2015”

Councilperson _____ offered the following resolution and moved its adoption:

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

Resolved, that the Town board accepts the Water Billing as presented from the Water Administrator in the amount of \$47,975.88 dated April 2nd 2015.

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

May 4, 2015

RESOLUTION NO. _____

“Payment of Bills on Abstract #311”

Councilperson _____ offered the following resolution and moved its adoption:

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

RESOLVED, the Town Board does hereby authorize that Abstract #311, consisting of 2015 Vouchers #1498 through #1575 in the amount of \$75,824.67 is approved for payment.

The total amount to be paid from the:

General Fund -	\$46,749.89	Water Fund -	\$3,220.18
Highway Fund -	\$19,247.68	Trust & Agency –	\$687.82
Hydrant Fund –			
Street Lighting -			
Sewer Fund -	\$5,919.10		

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

May 4, 2015

RESOLUTION NO. _____

“IT Anti-virus software & installation”

Councilperson _____ offered the following resolution and moved its adoption:

BE IT RESOLVED, that the Town Board hereby approves the state pricing quote in the amount of \$1,420.00 for anti-virus software and installation.

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 ____

intelligent technology solutions, inc.
Quote

intelligent
technology
solutions, inc.



From: Joseph Wolodkevich
intelligent technology solutions, inc.
11786 State Rte 9W
West Coxsackie, NY 12192
United States
(518) 731-9766
jwolodkevich@itsyourit.com

Prepared for: Ted Banta
Town of Cairo
512 Main Street
Cairo, NY 12413

(518) 466-1219
tedbanta3@yahoo.com

Quantity Description		Unit Price	Ext. Price
27.00	GOVT/ACAD 3YR STANDARD ESET ENDPOINT ENDPOINT ADVANCED 26-49 Users Price Point	\$40.00	\$1,080.00
4.00	Standard Technician Local - Migration from Microsoft Security Essentials to ESET Corporate. Only Actual Time used to be billed.	\$85.00	\$340.00
		Subtotal:	\$1,420.00
		Tax:	\$0.00
		Total:	\$1,420.00

Proposals require prepayment of equipment for processing unless alternate arrangements have been made. All Quotes good for 14 Days unless otherwise stated

Signature: _____

Date: _____

Louann Arp

From: joseph wolodkevich <jwolodkevich@itsyourit.com>
Sent: Thursday, April 30, 2015 11:26 AM
To: Louann Arp; 'Ted Banta'; 'D Ostrander'
Cc: joseph wolodkevich
Subject: RE: eQuote for ESET Purchase & Installation

<http://ogs.state.ny.us/purchase/snt/awardnotes/7951821961can.HTM>

Group: 79518 **Award:** 21961 **Contract Nos.:** Various
(Replaces PGB-18503 and PGB-19793)

This should be what you need...

joseph wolodkevich
intelligent technology solutions, inc.
11786 state route 9w
west coxsackie,ny 12192
p: 518.731.9766
c: 518.573.3513
f: 518.731.9767
e: jwolodkevich@itsyourit.com
w: www.itsyourit.com

Think Green. Do you really need to print this message?

=====Internet Email Confidentiality Statement=====

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Thank you for your cooperation, intelligent technology solutions, inc.

=====

From: Louann Arp [<mailto:bookkeeper@townofcairo.com>]
Sent: Thursday, April 30, 2015 11:18 AM
To: joseph wolodkevich; 'Ted Banta'; 'D Ostrander'
Subject: RE: eQuote for ESET Purchase & Installation

Joe,

Is this anti-virus state contract pricing? Please provide me with the state contract number. Procurement policy requires another quote if it is not. Thanks

Louann

From: joseph wolodkevich [<mailto:jwolodkevich@itsyourit.com>]
Sent: Monday, April 27, 2015 3:50 PM
To: Ted Banta; D Ostrander; Louann Arp

Cc: joseph wolodkevich
Subject: eQuote for ESET Purchase & Installation

Sorry I thought I had sent this to you before, I showed up to 4 hours to configure & deploy to all 27 systems.

joseph wolodkevich
intelligent technology solutions, inc.
11786 state route 9w
west coxsackie,ny 12192
p: 518.731.9766
c: 518.573.3513
f: 518.731.9767
e: jwolodkevich@itsyourit.com
w: www.itsyourit.com

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Thank you for your cooperation, intelligent technology solutions, inc.

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TOWN OF CAIRO

May 4, 2015

Resolution No. _____-2015

“Purchase Additional VOIP Phone for Highway Department From Garnet Technology Solutions, Inc.”

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 purchase of an additional VOIP phone from Garnet Technology Solutions, Inc. to be Installed at the Highway Department Office.

BE IT FURTHER RESOLVED, that the Additional VOIP Phone will be purchased under the Original Contract with Garnet Technology Solutions, Inc in the amount of \$455.00.

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

May 4, 2015

Resolution No. _____-2015

"Hire Engineering Firm"

COUNCILPERSON _____ OFFERED THE FOLLOWING RESOLUTION AND MOVED
ITS ADOPTION:

WHEREAS, the Town of Cairo has received approval on two large FEMA projects which include
Sandy Plains Road and Harold Myers Road culvert replacements.

WHEREAS, Praetorius and Conrad, P.C. Professional Engineering and Land Surveying have been
recommended and utilized in multiple towns as the project management during construction of
large culvert/bridge replacement FEMA projects.

BE IT RESOLVED, that the Town Board of the Town of Cairo does hereby hire Praetorius and
Conrad, P.C. as engineer/project management for the Sandy Plains Culvert Replacement and
the Harold Myers Culvert Replacement.

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

May 4, 2015

Resolution No. -2015

“Authorization for Highway Superintendent Robert F. Hempstead To Purchase One Used Ingersoll Rand ST60 Roller “

COUNCILPERSON _____ OFFERED THE FOLLOWING RESOLUTION AND MOVED
ITS ADOPTION:

WHEREAS, Highway Superintendent Robert Hempstead advertised for bids on one used Ingersoll Rand ST60 Roller and the bid opening was on April 30, 2015 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.

There was one bid received from Wengers of Myerstown in the amount of \$11,500.00

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 one used Ingersoll Rand ST60 roller for a purchase amount of \$11,500.00.

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

May 4, 2015

RESOLUTION NO. _____

“Authorize Supervisor to Sign CIA Security Contract”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, the Town Board approved the proposal submitted by CIA Security in the amount of \$6,090 on April 6, 2015 to replace the existing fire alarm system at Town Hall;

AND WHEREAS, there are monthly monitoring charges in the amount \$25.50(quarterly \$76.50); therefore, be it,

RESOLVED, that the Town Board hereby authorizes the Supervisor to sign the CIA Security Contract for the alarm system & its monitoring dated 4/8/15.

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 ____

CIA Security

PO Box 546
Catskill, NY 12414
518-943-6777 Fax 518-943-6688
License# 12000016988

Prepared For

Town Of Cairo
Main Street
Cairo, NY 12413

Proposal

Proposal No. 10012879
Proposal Date 3/04/15
SalesPerson JoeS
Site Contact Ted Banta
Telephone 518-622-2060
Fax Number 518-622-0553

Job Site

Fire alarm

Page 1

Equipment Details

Qty	Description	Part Number	Location	Category
-----	-------------	-------------	----------	----------

This proposal is for the replacement of the existing fire alarm system at the town hall .It also includes all additonal devices for new spaces . I have issued a \$35.00 credit for all wires that prove to be good .The system has been prewired by Town of cairo staff. The central station monitoring services will be 25.50 per month. and an additional 15.00 per month if you choose the radio option below .

1.00	Fire Warden 100 Fire Panel	NOT-NFW2-100	It Room	Addressable
1.00	Notifier Annunciator	NOT-ANN80	Front Lobby	Addressable
26.00	Smoke Detector For Fire Warde	NOT-NP100	Replacements	Addressable
12.00	2-Wire Horn/Strobe Red	P2R	Replacements	Fire
6.00	Notifier Pull Station	NOT-Bg12		Addressable
3.00	Strobe White Ceiling ADA	SCW	Restrooms	Fire

CIA Security

PO Box 546
Catskill, NY 12414
518-943-6777 Fax 518-943-6688
License# 12000016988

Prepared For

Town Of Cairo
Main Street
Cairo, NY 12413

Proposal

Proposal No. 10012879
Proposal Date 3/04/15
SalesPerson JoeS
Site Contact Ted Banta
Telephone 518-622-2060
Fax Number 518-622-0553

Job Site

Fire alarm

Page 2

This proposed Commercial Fire Alarm system includes installation, devices and hardware. It requires two regular phone lines, but the phone lines may be used for other purposes.

You must supply 120-VAC electrical connections for the fire alarm control panel. NFPA code calls for a dedicated circuit equipped with "locking mechanism." This shall be provided by your electrician.

Surge Suppression for Telephone Line

We recommend that you install two surge suppressors -one for each telephone line. Scott Alarm Systems has included options for surge suppression for vital areas of your system. SAS does not guarantee that your system will be free from harm due to lightning strikes or other surges.

Surge Suppression \$64 Initial here _____

Commercial Radio Backup Communicator

A radio backup communicator is highly recommended. NFPA guidelines specify two forms of communication must be provided, but when both are telephone based it is likely that if one is down, both will be. The radio also allows for a much faster connection.

Radio Backup Communicator \$549 Initial here _____

Service Contract Information

Scott Alarm Systems provides a full one-year warranty on the system. We recommend that you protect your investment with our Extended warranty/Service contract plan. The service plan provides continued coverage for all system components including labor and materials and an annual inspection for 10% of the total installation price per year, **billed monthly over 12 months.**

Please initial here for Service Contract _____.

Annual Inspection (In Lieu of Service Contract)

Your local AHJ may require it, and we strongly recommend having your system inspected on an annual basis. We will inspect and test all devices. At completion we will provide a written report. Any problems found will be noted, and any repairs required will be addressed under a separate contract. The cost for Inspection will be: **\$275 per year, billed monthly over 12 months.**

Please initial here for Annual Inspection _____.

CIA Security

PO Box 546
Catskill, NY 12414
518-943-6777 Fax 518-943-6688
License# 12000016988

Prepared For

Town Of Cairo
Main Street
Cairo, NY 12413

Proposal

Proposal No.	10012879
Proposal Date	3/04/15
SalesPerson	JoeS
Site Contact	Ted Banta
Telephone	518-622-2060
Fax Number	518-622-0553

Job Site

Fire alarm

CIA Security

PO Box 546
Catskill, NY 12414
518-943-6777 Fax 518-943-6688
License# 12000016988

Prepared For

Town Of Cairo
Main Street
Cairo, NY 12413

Proposal

Proposal No. 10012879
Proposal Date 3/04/15
SalesPerson JoeS
Site Contact Ted Banta
Telephone 518-622-2060
Fax Number 518-622-0553

Job Site

Fire alarm

Page 4

Cost Details

System Completely Installed and Tested

Total Parts And Labor 6,090.00

Total Job Price 6,090.00

Payment Schedule

Deposit 3,045.00

Upon Completion 3,045.00

Monitoring

Svc Agreement

The proposed job requires a deposit as listed and a signed proposal. This proposal is subject to execution of a seller's standard agreement for the services offered.
Upon receipt of deposit and signature,

CIA Security will then schedule date of prewire/installation.
System will not be monitored till final payment in full is made.
Thank You!

Make deposit payable to CIA Security to:

**P.O. Box 546
Catskill, New York 12414**

We recommend that you check with your local municipality regarding laws or ordinances that govern alarm usage or end user alarm permits that may be required as CIA is not responsible for end-user permits.

This proposal may be withdrawn by us if not accepted within 0 Days

*Please sign and date to accept proposal.
Installation date will be set when deposit on system is received.*

Signature

(Title)

Date Signed

CIA SECURITY

Commercial Instruments & Alarm Systems, Inc.
PO Box 546, Catskill, New York 12414
(518) 943-6777 Fax: (518) 943-6688

STANDARD SECURITY SALES/MONITORING CONTRACT

Buyer's Name: Town of Cairo
Site Address: 512 main street Cairo NY
Telephone:

Date: 4/8/15

CIA Security (hereinafter referred to as "CIA" or "Seller") agrees to sell and install, at Buyer's premises, and Buyer agrees to buy, an electronic security equipment system, consisting of equipment as described on the attached proposal.

Purchase Price: Proposal# 10012879 \$ 6090.00

Taxes (**Capital Improvement Form** must be completed and returned):

\$

Total: \$ 6090.00

~~50 percent deposit due with contract:~~ \$ 3045.00

Balance due within 10 days of completion of installation: \$ 3045.00

Monitoring Charges: 25.50 per month X three months = \$ 76.50

LIMITED WARRANTY

In the event that any part of the security equipment becomes defective, or in the event that any repairs are required, CIA agrees to make all repairs and replacement of parts without costs to the Buyer for a period of one (1) year from the date of installation. CIA reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, fulfillment of this warranty. This warranty does not include damage by lightning, electrical surge or custom programming.

Except as set forth in this agreement, CIA makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CIA does not represent nor warrant that the security equipment may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. CIA expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than CIA. CIA shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by CIA shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on CIA's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that CIA has offered additional and more sophisticated equipment for an additional charge which Buyer has declined.

Buyer's exclusive remedy for CIA's breach of this contract or negligence to any degree under this contract is to require CIA to repair or replace, at CIA's option, any equipment or part of the alarm system which is non-operational.

Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

If required by law, CIA will procure all building and/or electrical permits required by local law and will provide certificate of workman's compensation prior to starting work, if requested. We recommend that you check with your local municipality regarding laws or ordinances that govern alarm usage or end user alarm permits that may be required as CIA Security is not responsible for end-user permits.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS SALE WHICH ARE PART OF THIS CONTRACT.

READ THEM BEFORE YOU SIGN THIS CONTRACT.

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

CIA SECURITY

By: _____

PLEASE SIGN BELOW

PLEASE INITIAL THE BACK PAGE FOR MONITORING

(FOR RESIDENTIAL CUSTOMERS ONLY)

NOTICE OF CANCELLATION
YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY
TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OF
THIS TRANSACTION.

Buyer: Signature, Print Name Below

Address:

Tax ID - SS# or EIN

Type and jurisdiction of organization and ID if any

1. **INSURANCE:** The Buyer shall maintain a policy of public liability, property damage, burglary and theft insurance under which CIA and the Buyer are named as insured, and under which the insurer agrees to indemnify and hold CIA harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by CIA's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Buyer for property on its premises. CIA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Buyer from insurance covering such loss or damage or for such loss or damage against which the Buyer is indemnified or insured.
2. **DELAY IN INSTALLATION:** CIA shall not be liable for any damage or loss sustained by Buyers as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including CIA's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.
3. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Buyer, and it is Buyer's sole responsibility to test the operation of the security equipment and to notify CIA in writing if any equipment is in need of repair. CIA shall not be required to service the security equipment unless it has received written notice from Buyer, and upon such notice, CIA shall service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Buyer agrees to test and inspect the security equipment and to advise CIA of any defect, error or omission in the security equipment in writing within three (3) days after installation. In the event Buyer complies with the terms of this agreement and CIA fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Buyer agrees to send notice that the security equipment is in need of repair to CIA, in writing, by certified or registered mail, return receipt requested, and Buyer shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Buyer shall be precluded from raising the issue that the security equipment was not operating unless the Buyer can produce a post office certified or registered receipt signed by CIA, evidencing that service was requested by Buyer.
4. **ALTERATION OF PREMISES FOR INSTALLATION:** CIA is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in CIA's sole discretion for the installation and service of the security equipment, and CIA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security equipment, and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the security equipment under the terms of this agreement. Pass code to CPU software remains property of CIA.
5. **BUYER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Buyer agrees to furnish, at Buyer's expense, all 110 Volt AC power and electrical outlets and receptacles, internet access, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31 Block or equivalent, as deemed necessary by Seller in its sole discretion and to notify Seller in writing via fax, e-mail or registered mail of any change in such service.
6. **BUYER'S RESPONSIBILITIES:** Buyer is solely responsible for any false alarm fines, end-user permit application fees and any other municipal assessments related to the security equipment and shall promptly on demand reimburse and indemnify CIA for any such expenses. Should CIA be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Buyer agrees to pay CIA for such service or material.
7. **LIEN LAW:** CIA or any subcontractor engaged by CIA to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
8. **APPLICATION OF PAYMENTS:** CIA is legally required to deposit all payments received prior to completion in accordance with New York Lien Law subdivision four of section seventy-one-a, and in lieu of such deposit CIA may post a bond or contract of indemnity with purchaser guaranteeing the return or proper application of such payments to the purposes of this contract.
9. **INDEMNITY:** Buyer agrees to and shall indemnify and hold harmless CIA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Buyer, including reasonable attorneys' fees and losses asserted against and alleged to be caused by CIA's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract.
10. **EXCULPATORY CLAUSE:** CIA and Buyer agree that the security equipment, once installed, becomes the personal property of the Buyer; that the equipment is not permanently attached to the realty and shall not be deemed fixtures. Buyer agrees that CIA is not an insurer and no insurance coverage is offered herein. The security equipment is designated to reduce certain risks of loss, though CIA does not guarantee that no loss will occur. CIA is not assuming liability, and, therefore shall not be liable to Buyer for any loss, personal injury or property damage sustained by Buyer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CIA's negligent performance or failure to perform any obligation. Buyer releases CIA from any claims for contribution, indemnity or subrogation.
11. **LIMITATION OF LIABILITY:** Buyer agrees that should there arise any liability on the part of CIA as a result of CIA's negligent performance to any degree of failure or perform any of CIA's obligations or equipment failure, that CIA's liability shall be limited the sum of \$1,000.00 or 5% of the sales price, whichever is greater. If Buyer wishes to increase CIA's maximum amount of CIA's limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with CIA's increased liability. This shall not be construed as insurance coverage.
12. **WAIVER OF SUBROGATION RIGHTS:** Buyer does hereby for himself/herself/itself and any parties claiming under Buyer, release and discharge CIA from any and against all hazards covered by Buyer's insurance. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against CIA or CIA's subcontractors arising out of this agreement or the relation of the parties hereto.
13. **ASSIGNMENTS:** CIA shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Buyer shall not be permitted to assign this agreement without written consent of CIA.
14. **LEGAL ACTION:** In the event CIA institutes legal action to recover any amounts owed by Buyer to CIA hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include an administration fee of 5% and interest at the rate of 1 1/2% per month from the date payment is due. Should CIA prevail in any litigation between the parties Buyer shall pay 100% of CIA's reasonable legal fees.
 - a) The parties waive trial by jury in any action between them. In any action commenced by CIA against Buyer, Buyer shall not be permitted to interpose any counterclaim.
 - b) Any action by Buyer against CIA must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CIA must be based on the provisions of this agreement. Any other action that Buyer may have or bring against CIA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.
 - c) Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association under its CIA Arbitration Rules www.natarb.com.

15. **CIA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Buyer agrees that CIA is authorized and permitted to subcontract any services to be provided by CIA to third parties who may be independent of CIA, and that CIA shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Buyer appoints CIA to act as Buyer's agent with respect to such third parties, except that CIA shall not obligate Buyer to make any payments to such third parties. CIA shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder.

16. Buyer acknowledges that this agreement, and particularly those paragraphs relating to CIA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of CIA.

17. **NON-SOLICITATION.** Buyer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity; any employee of CIA assigned by CIA to perform any service for or on behalf of Buyer for a period of two years after CIA has completed providing service to Buyer. In the event of Buyer's violation of this provision, in addition to injunctive relief, CIA shall recover from Buyer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with CIA, times twelve, together with CIA's counsel and expert witness fees.

18. **SECURITY INTEREST/COLLATERAL:** To secure Buyer's obligations under this agreement Buyer grants CIA a security interest in its security equipment, inventory, furnishings, equipment, receivables, cash and other personal, tangible and intangible, located at the location where the security equipment is to be installed and CIA is authorized to file a financing statement.

19. **FULL AGREEMENT/SEVERABILITY.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event CIA issues a UL certificate to Buyer, CIA will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. There are no verbal agreements or representations and Buyer has relied on none.

CENTRAL OFFICE MONITORING SERVICE

It is agreed that upon completion of the installation, Central Office Monitoring will commence under the following terms and conditions. This agreement between CIA Security, hereinafter referred to as "CIA." and ___The town Of Cairo referred to as "Subscriber".

1. The sum of **\$ 25.50 monthly**, plus sales tax payable quarterly in advance for the term of the agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of the service to be provided by CIA, the payments to be made by the Subscriber for the term of this agreement form an integral part of CIA's anticipated profits; that in the event of Subscriber's default it would be impossible to fix CIA's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to CIA, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable therefore, and CIA shall be permitted, to delete any programming without relieving Subscriber of any obligation hereunder.

2. **TERMS OF AGREEMENT (RENEWAL):** The term of this agreement shall be a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. However, the Buyer may cancel this Agreement, with proper notification, upon sale of the property or failure of the business. CIA shall be permitted to increase the monitoring charges provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Subscriber and if Subscriber is unwilling to pay such increased charge CIA shall be permitted, at its option, upon written notice to the Subscriber, to terminate this agreement as if the full term had expired, in which event Subscriber shall pay the yearly charge pro rata only until the program is deleted.

3. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from the central office transmitter, CIA or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of CIA or CIA's designated communication center and CIA does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

a) Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of CIA and are not maintained by CIA and, therefore, CIA shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish CIA with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to CIA in writing. Subscriber authorizes CIA to access the control panel to input or delete data and programming.

b) **PROPERTY OF SELLER:** Transmitter shall remain the personal property of CIA and shall be rented to Subscriber for the term agreed upon. If the transmitter is part of the instrument panel then the chip or software programmed to transmit a signal shall be rented and remain CIA's property and all references in this agreement to transmitter shall be deemed to read chip or software. Passcode to CPU software remains the property of CIA security and shall only be remotely released upon fulfillment of the contract. If Subscriber refuses to permit CIA access to Subscriber's premises to remove CIA's property within 72 hours after demand by CIA, then at CIA's option, the communication device shall be deemed sold to Subscriber for the amount of \$250.00 as the value of equipment.

c) **INSTALLATION, RENTAL & SERVICE CHARGES:** Subscriber shall pay the monthly charge stated on this agreement, payable in advance for the term of this agreement. In the event Subscriber fails to make a payment when due, CIA shall be permitted to remove the, micro-chip or remotely delete programming if the transmitter is part of the control panel, without notice to Subscriber, and the balance of all monthly payments for the term of the agreement shall immediately become due. The parties agree that due to the nature of the services to be provided by CIA, the payments to be made by Subscriber for the term of this agreement form an integral part of CIA's anticipated profits; that in the event of Subscriber's default it would be impossible to fix CIA's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to CIA the entire balance of all payments for the entire term of this contract shall immediately become due and payable and Subscriber shall be liable therefore and CIA shall be permitted, at its option, to remove its transmitter or communications device, remotely delete programming and discontinue all service.

- d) **TESTING OF ALARM SYSTEM:** The parties hereto agree that the communication device, once installed, is the exclusive possession and control of the Subscriber and it is Subscriber's sole responsibility to test the operation of the alarm system and to notify CIA in writing if any equipment is in need of repair. CIA shall not be required to service the communication device unless it has received written notice from Subscriber, and upon such notice, CIA shall service the communication device to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday. Subscriber agrees to test and inspect the communication device immediately upon completion of installation and to advise CIA in writing within three days after installation of any defect, error or omission in the communication device. In the event Subscriber complies with the terms of this agreement and CIA fails to repair the communication device within 36 hours after notice is given, excluding Saturdays, Sundays and legal holidays, Subscriber agrees to send written notice that the communication device is in need of repair to CIA, in writing, by certified or registered mail, return receipt requested. IF CIA fails to repair the communication device within 48 hours after receipt of said written notice, Subscriber shall not be obligated to pay any amount for the communication device from date said written notice is given, until the communication device is restored to working order.
- e) **FALSE ALARMS:** CIA shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payment provided for herein.
- f) Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.
- g) **LOCAL MUNICIPALITY END-USER PERMIT APPLICATIONS:** We recommend that you check with your local municipality regarding laws or ordinances that govern alarm usage or alarm permits that may be required. CIA Security shall have no responsibility for procuring/completing end-user permits or paying the fee.

4. **LEGAL ACTION:** In the event CIA institutes legal action to recover any amounts owed by Subscriber to CIA hereunder, the parties agree that the amount to be recovered, any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at CIA's option, the value of the equipment and that upon Subscriber's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Subscriber shall pay CIA's reasonable legal fees in the amount of 33 % of every amount due CIA by Subscriber. The parties waive trial by jury in any action between them. In any action commenced by CIA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against CIA must be commenced within one year of the accrual of the cause of action or shall be barred.

All actions or proceedings against CIA must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against CIA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

5. **NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY:** CIA does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that CIA is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. CIA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for CIA's default hereunder is to require CIA to repair or replace, at CIA's option, any equipment covered by this contract which is non-operational.

6. **EXCULPATORY CLAUSE:** The parties agree that CIA is not an insurer and no insurance coverage is offered herein. Subscriber's payments to CIA are for the monitoring of a central station transmitter designed to reduce certain risks of loss, though CIA does not guarantee that no loss will occur. CIA is not assuming liability and, therefore, shall not be liable to Subscriber for any loss or damages sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CIA's negligent performance or failure to perform any obligation.

7. **LIMITATION OF LIABILITY:** The parties agree that the alarm system and central station transmitter are not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If notwithstanding the terms of this agreement, there should arise any liability on the part of CIA as a result of burglary, theft, hold-up, fire, smoke or any other cause whatsoever, regardless of whether or not such loss, damage or personal injury was caused by or contributed to by CIA's negligence to any degree or failure to perform any obligation, such liability will be limited to an amount equal to one half the yearly payment paid by the Subscriber at the time such liability is fixed, or to the sum of \$1,000.00, whichever is greater.

If Subscriber wishes to increase CIA's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from CIA a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage. This agreement constitutes the full understanding of the parties; there are no verbal agreements or representations and Subscriber has relied on none. This agreement cannot be modified except in writing signed by the parties hereto.

CIA, By: _____

SUBSCRIBER: _____(Please Initial)

Comments from Counsel on 5/4/15 regarding CIA Security's Contract for the alarm system and monitoring:

This is a VERY one-sided contract and there are several paragraphs I object to. Not sure if you can negotiate

with them now, but I would recommend striking out:

1) the fourth full paragraph of the Limited Warranty relating to our remedy being limited to them replacing things that don't work;

2) Paragraphs 9 and 11 on the second page; and

3) Paragraph 4 on the last page

These are not fatal issues, but do object to the way that REALLY limit their own exposure and increase ours.

I'll bring the agreement with my notes on it.

TOWN OF CAIRO

May 4, 2015

RESOLUTION NO. _____

“Water and Sewer Hourly Wage Increase”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, it is necessary for wage increases be authorized by the Town Board; therefore be it

RESOLVED, effective as of April 27th 2015 the hourly wage paid to John Orso shall be increased from \$10.75 to \$11.75 per hour while working for the Water and Sewer Departments.

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

May 4, 2015

RESOLUTION NO. _____

“Hire Building & Code Enforcement Clerk”

Councilperson _____ offered the following resolution and moved its adoption:

WHEREAS, Donna Chewins will not be available to fulfill the clerical position in the Building & Code Enforcement Department because of medical leave; therefore, be it,

RESOLVED, that the Town Board hereby approves Evelyn Gabrielsen to temporarily fill the clerk’s position in the Building & Code Enforcement Department commencing May 12th, 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 ____

**TOWN OF CAIRO
LOCAL LAW #4 OF 2015
AMENDING LOCAL LAW #2 OF 2008
FLOOD PREVENTION LOCAL LAW**

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

Section 1. The Town Board of the Town of Cairo enacted Local Law #2 of 2008 entitled “Flood Prevention Law” which included adoption of certain maps created by FEMA and referred to in Section 3.2 thereof.

Section 2. FEMA has amended the above-referenced maps and therefore Local Law #2 of 2008, Section 3.2 shall be replaced and hereby is amended as follows:

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard for the Town of Cairo, Community Number 360286, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

1. Flood Insurance Rate Map Panel Numbers 36039C0210F, 36039C0217F, 36039C0229F, 36039C0230F, 36039C0231F, 36039C0232F, 36039C0233F, 36039C0234F, 36039C0236F, 36039C0237F, 36039C0238F, 36039C0239F, 36039C0241F, 36039C0242F, 36039C0243F, 36039C0244F, 36039C0251F, 36039C0253F, 36039C0254F, 36039C0258F, 36039C0261F, 36039C0262F, 36039C0263F, 36039C0264F, 36039C0266F, 36039C0268F, 36039C0410F, 36039C0426F, whose effective date is May 16, 2008, and any subsequent revisions to these map panels that do not affect areas under our community’s jurisdiction.
2. A scientific and engineering report entitled “Flood Insurance Study, Greene County, New York, All Jurisdictions” dated May 16, 2008.
3. Flood Insurance Rate Map Panel Number 36039C0405G, effective June 2, 2015, and any subsequent revisions to this map that does not affect areas under our community’s jurisdiction.

The above documents are hereby adopted and declared to be part of this Local law. The Flood Insurance Study and/or maps are on file at the Office of the Town Clerk of the Town of Cairo, Main Street, Cairo, NY 12143.

Section 3. This Local Law shall take effect immediately.

MID-HUDSON CABLEVISION, INC.

SERVICE ORDER

Customer: Town of Cairo

Service address: 512 Main Street, Cairo, New York 12413

Billing address: 512 Main Street, Cairo, New York 12413

Email: tedbanta3@yahoo.com

Contact name and phone: Ted Banta (518)622-3120

Services: Installation of fiber optic cables for the provision of [10 MB / 10 MB] bandwidth for high speed internet [and phone] service. *Bandwidth listed is maximum speed available. Pricing assumes a 2MB average use.*

Service Location(s):

Termination Point A: Catskill Head End, Olympus Palace Rd., Catskill, NY

Contact Person: Dave Fingar (518)943-6600 ext. 8107

Termination Point Z: 512 Main Street, Cairo, NY 12413

Contact Person: Ted Banta (518)466-1219

Installation Fee: Standard Installation Fee: \$1,200.00

Install Fee Discount (\$1,200.00)

Standard Monthly Fee: \$ 475.00

Discount for Term Commitment: (\$ 225.00)

Discounted Monthly Fee: \$ 250.00

Service Start Date: Upon completion of install.

Term: [3 years] commencing on the Service Start Date.

Terms and Conditions: This Service Order, the Terms and Conditions published at [www.mhcable.com], and all attachments, each as may be amended from time to time, together shall constitute the “**Master Service Agreement**” by and between the undersigned Customer and Mid-Hudson Cablevision, Inc., and by signing below, Customer represents that they have read and agreed to the Terms and Conditions and all applicable attachments.

Mid-Hudson Cablevision, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Town of Cairo

By: _____

Name: _____

Title: _____

Dated: _____

ATTACHMENT A

ACCEPTABLE USE POLICY

Customer agrees to and represents that Customer will use the Services and the international Internet network (the "Internet") only for their lawful, intended and proper uses. In this regard, Customer understands that the transmission of any material (i) that is legally obscene, violates proprietary rights of third parties, impairs the privacy of communications or is otherwise unlawful, or (ii) which causes technical disturbances to the Internet, or otherwise violates reasonable regulations of the Company or other providers with respect to the Internet, is prohibited. Customer understands that Customer is prohibited from knowingly engaging in any activities that will cause a denial of service to any customer of the Company, end-user, or other connected network. In addition, Company may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by Company, in its sole discretion, to be resulting in a material degradation of the Company network, until such time as such degradation has been remedied. In addition, it is contrary to the Acceptable Use Policy of the Company for Customer to permit any third party to use any Company service, directly or indirectly, for the purpose of unsolicited mass transmissions or multiple or inappropriate postings in a manner which, in Company's sole judgment and discretion, is abusive, offensive, inappropriate or unacceptable. Without limitation, Customer agrees that any of the following activities also constitute a prohibited use of Company's Acceptable Use Policy:

1. Posting or transmitting one or more articles, advertisements or other materials (i) to 10 or more unrelated Usenet newsgroups, forums (including Internet Relay Chat), electronic mail lists or other similar groups or lists (collectively, "Sites"), or (ii) to any one or more Sites if the materials are off-topic according to the charter or other owner published description of the Site.
2. Sending any unsolicited electronic mail message (i) to 25 or more electronic mail users, or (ii) to multiple electronic mail users in a manner which generates one or more complaints from such users.
3. Obtaining or attempting to obtain unauthorized access to any account or computer resource not belonging to me.
4. Engaging in any of the aforementioned activities using the service of another Internet Service Provider, but relaying such activities through a The Company computer account, or using a The Company computer account as a mail drop for responses.

Customer agrees that upon detecting any activity that the Company determines to be in violation of the Acceptable Use Policy, the Company may elect to take any one or more of the following steps:

- A. Provide Customer with thirty (30) days written notice of such violation, during which period Customer must explain, cease, remedy and/or correct the activity, whether the activity is being conducted by Customer, its employees, its customers or other third parties, to Company's satisfaction in its sole discretion.
- B. Implement technical mechanisms to block or prevent multiple transmissions or postings using the Company service.
- C. Suspend or terminate without additional notice, beyond the initial thirty (30) day notice stated above, all or any portion of a service provided by the Company to Customer.

D. Recover from Customer any and all costs incurred by the Company in identifying, correcting or terminating prohibited activities under this Acceptable Use Policy, including, without limitation, the levying of cancellation or termination fees.

E. Pursue any and all other remedies, which may be available to the Company under law, equity, contract or tariff (or under the customary practices and procedures of the Internet community).

F. Take any and all other actions that the Company determines to be necessary or appropriate in connection with such prohibited activities.

SECURITY ALERTS – Important Information

All Internet users need to be aware of the problems caused by SPAM & viruses that are spreading throughout the Internet! Because of the security problems to our network caused by viruses, ALL Company High Speed Internet Users should have an up-to-date Anti-Spam & Anti-Virus Protection Program running at all times on their computer(s).

ATTACHMENT B

VOICE SERVICES

Phone Service. If Customer selects to receive the **Phone Service**, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

PRI Service. If Customer selects to receive the PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface (“**PRI**”) connection to Customer’s private branch exchange (“**PBX**”) or other equipment facilities and services (“**Customer-provided equipment**” or “**CPE**”), and a variety of features, as described more fully in the applicable Service Order.

Customer’s use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Phone Service and the integrated access device (“**IAD**”) used to provide the PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Company network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User’s facility, any back-up power supply provided with a the Company-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.

Customer shall specifically advise every end user of the Voice Service that the voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or network failure, the Voice Service and 911 Emergency Calling Service may not be available.

The location and address associated with the Voice Service will be the address identified on the Service Order (the “**Master Address**”). Customer is not permitted to move the Company Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

The Voice Service does not provide the capability to support 911 Emergency Calling Service from multiple locations or from a location other than the Master Address. If Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent local exchange carrier or a competitive local exchange carrier, a local telephone line or lines and ensure that 1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and 2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. Customer further agrees to defend, indemnify and hold harmless the Company, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys’ and other professionals’ fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the Master Address.

Customer agrees that the Company will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services,

the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

Customer acknowledges that the Company does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("**Alarm Services**").

Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

The Company's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by the Company at the Company network demarcation point on the Customer's premise. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the Company network interface device or equipment. Customer must notify the Company at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide the Company and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes the Company to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that the Company has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by the Company pursuant to its provision of the Voice Service will be protected by the Company as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

The Company may use and disclose CPNI when required by applicable law. The Company may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of the Company, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; and (iv) to protect the security and integrity of the Company's network systems. The Company will obtain Customer's consent before using CPNI to market to Customer the Company services that are not within the categories of services that Customer purchases from the Company. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, the Company will not be liable for any losses or damages arising as a result of disclosure of CPNI.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by the Company, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by the Company's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, the Company shall have no other liability for any error or omission in any directory listing information.

#1550

April 6, 2015

Dear Cairo Town Board,

This past winter was truly one that created a lot of problems for the Cairo Water District as well as the residences and businesses it supplies.

I felt bad as I heard of fellow residents with problems caused by frozen pipes, but was relieved to learn that they were assisted by the town in rectifying these problems. And then my pipes froze and I was told it was NOT the town's responsibility, but my own. How is it that the town can offer assistance to some while leaving others to fend for themselves?!?

I've resided at 489 Main Street for over 30 years and never had frozen pipes until this past March. I was unable to have a welder thaw my pipes as mine are not metal, but PVC. After seeing my neighbor Art Zeh of 491 Main Street go through frozen pipes twice in less than a two week period and the costly ordeal of hiring B&G Contractors blast hot water through his pipes to thaw the frozen section, I looked into different options. Instead, with the cooperation of Art Zeh, B&G Contractors connected our house to Art's water via a garden hose wrapped in heat tape and insulation and effectively blocking our driveway until the pipes thawed out. This was done at my expense, in addition I've agreed to pay Art Zeh for my portion of the water bill upon receipt. I've enclosed a copy of my bill from B&G Contractors for reimbursement by the town.

In conversations with fellow residents, several other questions came up that I would like to see addressed.

Why were PVC pipes used instead of metal?

While there were pipes frozen along Main Street, Jerome Avenue, etc. How do we know as citizens know if the fire hydrants were operational? And why weren't they shoveled out?

Exactly what are the responsibilities of the water and sewer district? What are the responsibilities of the local residents and businesses? Specifically, who is responsible from the house to the shut off and to the main line?

How are these issues going to be addressed in the future?

Sincerely,



Karen Gallo

PO Box 366, 489 Main Street

Cairo, NY 12413

(518)622-9331

4/13/15 Thank you for your consideration
in paying this bill this year.
Submitted 4/13/15. Karen Gallo

B & G Contractors, Inc.
 PO Box 80
 Oak Hill, NY 12460

Invoice

Date	Invoice #
3/12/2015	18893

KAREN GALLO
 MAIN ST.
 CAIRO, NY 12413

Terms

Due on receipt

Qty	Description	Rate	Amount
	INSTALL TEMPORARY WATER LINE.		
1	FROST-TEX PLUG KIT		
1	20' FROST-TEX HEAT TAPE	30.26	30.26T
1	20' - 3/4" PEX TUBING	71.80	71.80T
4	ARMAFLEX TUBING	33.60	33.60T
2	BRASS HOSE TO PEX ADAPTERS	6.22	24.88T
2	3/4" SS RINGS	4.12	8.24T
		0.98	1.96T
1.5	DICK - 1 1/2 HOURS	88.00	132.00T
1.5	JOHN - 1 1/2 HOURS	88.00	132.00T
2% per month service charge after 30 days. 24% per annum			
Subtotal			\$434.74
Sales Tax (8.0%)			\$34.78
Balance Due			\$469.52
Total			\$469.52

Phone # (518)239-4610 Fax # (518)239-6410 E-mail bandg@NYAir.net