

**TOWN OF ANDES
TOWN HALL**

REGULAR MONTHLY MEETING

**APRIL 8, 2008
12:30 P.M.**

PRESENT:

**Councilman Ritchie Gabriel
Councilman Danny Grommeck-----Absent & excused
Councilman Martin Liddle
Councilman Shayne Moshier
Sup. Martin A. Donnelly
Town Clerk Janis L. Jacques
Assessor Tina Moshier
Bookkeeper Meg Hungerford
Keough Consulting Marge Merzig**

ALSO:

Matthew Perry { Catskill News }

CALL TO ORDER:

Supv. Donnelly called the meeting to order at 12:30 P.M..

PLEDGE:

The Pledge of Allegiance was recited lead by Councilman Gabriel.

MOMENT OF SILENCE:

Supv. Donnelly: " We have lost two long time and respected Andes residents this past week.

Mable Truesdell - 99 years young - who has always been active and interested in our community.

John { Hot Rod Farmer } Ackerley - known to all who have spent any amount of time in Andes. He was very active in the car show world and had done a lot for Andes.

**They will both be missed and our hearts and prayers go out to their families.
Please join us in a moment of silence."**

Town of Andes Highway Report

Michael R. McAdams, Highway Superintendent

April 8, 2008

Equipment:

2004 Int 7600 – Prepping box to paint

2004 Int 4x4 – Painted box, replaced rear rim, will soon be taken to Ben Funks to repair broken rear helper spring.

2000 Int – Painted box, wing and dust pan, replaced passenger side mirror bracket

1999 Int – Painted wing and prepping box to paint.

1991 Autocar 4x4 – Installed new transfer case, rebuilt rear end, and replaced u-joints on drive shafts.

1996 Autocar Tri-axle – Installed new front tires, changed rear tires to spares we had, 131,080 miles

2000 F-550 – Replaced passenger side front spring, helper, shock and drive link 57,731 miles

2003 JD Loader – Fixed leaking transmission line, changed hydraulic filter and transmission filter 3734 hours.

1994 Ford 555D Backhoe – Rewelded end of boom, installed new shim plates and fixed cylinder for extendahoe

1978 Cat Grader – Built new battery boxes and prepping to paint

1994 Morbark Chipper – Changd fuel filter and o-rings on injector lines.

Sweeper – ordered gear, will be sweeping roads when we get the gear

Roads:

Began to fill pot holes on Beech Hill, Fall Clove Rd., Gladstone Hollow, will be getting to others soon.

Wolf Hollow Rd – As soon as the road dries we will be cleaning the ditches and grading the road.

Beech Hill – We have been cutting brush. I met with Dave Mance regarding the far side of the road and he has indicated that they will fix the water problems.

Perch Lake Rd., Upper and Lower Perch Lake Rd. – Currently posted weight limit of 4 tons maximum gross weight per axle.

Other:

Bid openings – We are still working on these.

I have given Supervisor Donnelly checks for the following: \$134.65 for fuel from the Fire Department, \$843.15 from Otsego Auto Crushers for junk from the pit.

I have estimated the total cost of plowing with 5 trucks per day. The estimate is \$4200 per day times 32 times since the 1st of January. The total is \$134,400. This is with figures from last year's budget. Maybe the Councilmen can take a look at what's left in snow removal and realize that \$65,000 is not nearly enough for snow removal and I'm sure that prices will be much higher this year than last.

We are doing a perk test on April 10, 2008 for our new building.

Respectfully Submitted:

Michael R. McAdams

Highway Superintendent

FROM THE SUPERVISOR:

1. Duncan Monroe called regarding logging on State Road and some other questions regarding State Road. He will be writing a letter.
 2. Argyle Farms & Properties sued the Town for contempt and the Town of Andes was found blameless. DELAWARE COUNTY was ordered to pay \$458.03 to Argyle Farms & Properties for the Town & County portion of the amount to be reimbursed. The County did this on March 31, 2008.
 3. The new face at the Transfer Station is John Coss Jr. - who is doing some community service.
 4. We have had to post another level two sex offender notice. This is posted in Town Hall.
 5. We will be having a consultation on April 16th with cell tower representatives and our Town Attorney. We now have all three sites that were needed. This has been a long and very detailed process and there is now light at the end of this tunnel.
{ We soon hope to add one more thing to our list of - never going to happen / will not be done. }
 6. KAATS Foundation has plans for a bicycle race - in three stages -to be held in Sept. 2008. This group has a large group of the Gould family on its Board of Directors. The C.W.C. has agreed to try to help support this. I gave a copy of the plans and maps to Greenfish Adventure Sports - here in Andes.
 7. I sent a letter to Assemblymen Silver & Tedisco & Sen. Bruno on March 27, 2008, asking them to help pass the Republican Assemblymen Minority N.Y.S. Property Taxpayers Protection Act as part of the new budget.
 8. We received a letter from Delaware Eng. Dated April 2, 2008, in reference to the SEQRA review of the proposed new Highway Garage - for possible Indian remains from SHIPPO. This is being dealt with.
- The Town Board, our bookkeeper - Meg Hungerford, Keough Consulting - Marge Merzig, Town Clerk - Janis Jacques, myself and others all have been working very hard to determine the least expensive way to bond the new Highway Garage. Superintendent McAdams and various highway crew members have put in a lot of time and effort talking with other Highway Departments that have built new Highway Garages in order to make sure that their mistakes are not repeated here. One point seven million dollars is a lot of money for our taxpayers to spend we have no choice at this point. The men need a building that they can safely work out of. The old Highway Garage has served us for a very long time. The new Highway Garage will also provide two more bays. We have had to choose what is needed for now and we have plans for expansion in the future - when more money becomes available. I want to thank Delaware Eng. and everyone for their input.

Respectfully submitted,

Martin A. Donnelly
Supervisor - Town of Andes

FROM THE TOWN CLERK:

1. I received the Andes Fire District's Annual Report on March 27, 2008. It is on file in my office.

2. The Delaware Co. Public Health office is scheduling Rabies Clinics. We have not heard when they will be in Andes. Watch the papers & various locations in Andes for a posting of date & time.

3. I received the Annual Inspection Report from Ag & Markets for our Town of Andes Dog Control Officer - Edward Weber. Everything was found to be in compliance - a good report. It is on file in my office.

*******If you have a dog complaint please call our Dog Control Officer - Edward Weber at 607-832-4211.*******

4. Our May 13th Town Board Meeting will be the start of our night meetings. May - June - July - August - Sept. & Oct. - Tuesdays at 7:30 P.M..

Respectfully submitted;

**Janis Lynn Jacques
Andes Town Clerk**

FROM THE ASSESSOR:

For the last several months the Assessor's Office has been busy doing data entry for the reassessment project, doing the updates for the yearly exemptions, Taking pictures of every house in town and working with the Public making sure everything is right.

I have entered the sales, address changes and bank code changes received from Delaware County and the Tax Collector for the month.

I attended the Assessor's meeting on the Second. We addressed issues concerning Delaware County in the assessment field and issues that come up for the individual Towns concerning the computer.

I would like to thank everyone for their cooperation to date. Your help is making this project go forward smoothly and we really appreciate it.

Now that the project is winding down it is time for me to remind everyone that I do not create the taxes. The amount to be collected is directly related to the budget which I have no control over.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Tina Moshier", written in a cursive style.

Tina Moshier
Town of Andes Assessor

PRIVILEGE OF THE FLOOR:

NONE

MOTIONS:

MOTION made by Councilman Liddle second by Councilman Moshier to authorize Supv. Donnelly to sign the contract with Fiscal Advisors & Marketing Inc. - of Syracuse - for the Highway Garage bond marketing.

VOTE: ALL AYE. So carried.

MOTION made by Councilman Liddle second by Councilman Gabriel to authorize Supt. McAdams to advertise 2008 Town of Andes & District's bids and to advertise the date & time of the bid opening.

VOTE: ALL AYE. So carried.

BOND RESOLUTION OF THE TOWN OF ANDES, DELAWARE COUNTY, NEW YORK AUTHORIZING THE CONSTRUCTION OF A NEW HIGHWAY GARAGE AT A MAXIMUM ESTIMATED COST OF \$1,700,000 AND AUTHORIZING THE ISSUANCE OF \$1,700,000 SERIAL BONDS TO PAY THE COSTS THEREOF.

BE IT RESOLVED by the Town Board of Town of Andes, Delaware County, New York, as follows:

Section 1. The Town of Andes, Delaware County, New York (the "Town") is hereby authorized to construct a new highway garage, including grading and improvement of the site and the purchase of original furnishings, equipment, machinery and apparatus required for the purpose of which such building is to be used, at a maximum cost of \$1,700,000, and to issue \$1,700,000 in serial bonds pursuant to the provisions of the New York Local Finance Law to finance the estimated cost thereof.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose to be financed by the Town is \$1,700,000, said amount is appropriated therefor, and the plan for financing thereof shall consist of the issuance of \$1,700,000 in serial bonds (the "Bonds") of the Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid object or purpose is thirty (30) years pursuant to Subdivision 11(a)(1) of paragraph a of Section 11.00 of the Local Finance Law. The proposed maturity of the obligations authorized by this resolution shall be in excess of five (5) years.

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.

Section 6. The Bonds and any bond anticipation notes issued in an anticipation of the Bonds shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds shall be general obligations of the Town. The faith and credit of the Town are hereby irrevocably

pledged to the punctual payment of the principal of and interest on the Bonds and any bond anticipation notes issued in anticipation of the Bonds. An annual appropriation shall be made in the budget of the Town for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the Bonds, and the power to issue Bonds providing for substantially level or declining annual debt service, is hereby delegated to the Town Supervisor, the Chief Fiscal Officer of the Town.

Section 8. This resolution shall constitute a declaration of the Town's "official intent" to reimburse expenditures of the aforesaid object or purpose with proceeds of the Bonds or bond anticipation notes issued in anticipation of issuance of the Bonds as required by Treasury Regulation Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 9. The bonds and bond anticipation notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, the chief fiscal officer of the Town, with the serial bonds and bond anticipation notes authorized by other bond resolutions adopted by the Town Board for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolution. All matters relating to the sale of the Bonds, including the date of the Bonds, the consolidation of the Bonds and bond anticipation notes with other issues of the Town, and the serial maturity of the Bonds, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 10. The validity of the Bonds or any bond anticipation notes issued in anticipation of the sale of the Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

2. The provisions of law which should be complied with at the date of the publication of this resolution or a summary hereof are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. The Town Supervisor, as Chief Fiscal Officer of the Town, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the Town to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 12. This resolution, or a summary thereof, shall be published in full in the official newspapers of the Town, together with a notice of the Town Clerk, in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. This resolution is subject to permissive referendum pursuant to Article 7 of the Town Law of the State of New York. The Town Clerk is hereby authorized and directed to within ten (10) days after the adoption of this resolution by the Town Board to post and publish a notice in the manner and form prescribed by Article 7 of the Town Law.

Section 14. The Town Board hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 15. This resolution shall take effect immediately upon its adoption.

Proposed by Councilman Liddle

Second by Councilman Moshier

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck-----Absent & excused

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

RES. #46 HIGHWAY BUDGET AMENDMENT

BE IT RESOLVED that; the following Highway Budget Amendment be as follows:

DA1710.4 Administration, Contractual - \$8,000.00

DA3960 FEMA - \$8,000.00

To cover the cost of the audit required for FEMA.

Proposed by Councilman Moshier

Second by Councilman Liddle

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck-----Absent & excused

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

RES. #47 GENERAL FUND BUDGET TRANSFER

BE IT RESOLVED that; the following General Fund Transfer be as follows:

From A1990.4 Contingency

To A9950.9 Reval Reserve - \$975.70

To cover legal fees.

Proposed by Councilman Liddle

Second by Councilman Gabriel

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck-----Absent & excused

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

MINUTES

MOTION made by Councilman Liddle second by Councilman Moshier to approve the minutes.

VOTE: ALL AYE. So carried.

REPORTS

MOTION made by Councilman Gabriel second by Councilman Liddle to approve the Bookkeeper's March Financial Report, The Town Clerk's March Financial Report, the Tax Collector's March Financial Report and the March Dog Control Officer's Report.

VOTE: ALL AYE. So carried.

WARRANTS

MOTION made by Councilman Liddle second by Councilman Gabriel to approve the warrants as follows:

GENERAL	#97-#141	\$31,310.69
HIGHWAY	#58-#82	38,023.58
FEMA	#1-ONLY	65,772.15
WATER	#13-#17	1,351.58
WWTP	#44-#70	23,192.54
REVAL	19-#20	11,775.70

VOTE: ALL AYE. So carried.

DELAWARE OPERATIONS, INC.

8-12 Dietz Street, Suite 303, Oneonta NY 13820 • Phone 607-432-8073 • FAX 607-432-0432

**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY DELAWARE OPERATIONS
April 8, 2008**

1. Water System

- Daily usage of treated water from the water system averaged 16,500 gallons per day for the month of February 2008. The daily water use for the past few months has been steady.

2. Plant Purchases

DELAWARE OPERATIONS, INC.

8-12 Dietz Street, Suite 303, Oneonta NY 13820 • Phone 607-432-8073 • FAX 607-432-0432

**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY DELAWARE OPERATIONS
April 8, 2008**

1. WWTP Plant

- Plant effluent flows averaged 49,340 gallons per day for the month of March 2008

2. SPDES Compliance/NYSDEC, NYCDEP

- The plant discharges of treated effluent to the Tremper Kill Brook; permit compliance for March 2008 did not meet all parameters. BOD, TSS, T-P, NH₃, and turbidity over permit limits for March due to plant upsets. On February 29, the Treatment Plant experienced an upset that continued thru March 10th and occurred again on March 23rd. Both upsets occurred with in two days of having collection system work done (TV & jetting).


3. Collection System

- High Street is being maintained as required.

4. Plant Purchases.

5. Plant O&M

- Delaware Operations request the approval for Siemens Water Technologies to perform a process audit of both Micro Filtration unit at a cost not to exceed \$4,890.00. Siemens (US Filter) is the supplier of the Micro units
- Delaware Operations request the approval for HACH Company's yearly PM contract to service and calibrate five turbidity and two pH meters at a cost not to exceed \$1,139.00.

	HACH SERVICE CONTRACT QUOTATION		Page : Contract Number :	1 of 2 HACH10159
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders 100 Dayton Avenue Ames, IA 50010 Phone : 800-227-4224 x 3601 Fax : 515-956-3810 E-Mail : services@hach.com	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593	



Contract Number : HACH10159

Service
Contact : Green, Kim SService Contact
Phone :

Quotation Date : 02-APR-08

Expiration Date : 02-MAY-08

Service Contact

Email : kingreen@hach.com

Customer Ref : 08'QUOTE: HACH10159

Customer Phone : 845-676-3990

Customer Fax :

Customer Contact : PETERSON, JOHN

Customer Email : ANDESWWTP@CATSKILL.NET**Bill-To Account # 319225****Ship-To Account # 235665**Customer Name TOWN OF ANDES
Address4 SEWER DISTRICT #1
Address1 PO BOX 85

Address2

Address3

City,State, ANDES-NY-13731

PostalCode

Province/

Country

US

Customer Name TOWN OF ANDES
Address4 WWTP
Address1 5287 COUNTY HIGHWAY 1

Address2

Address3

City,State, ANDES-NY-13731

Postalcode

Province/

Country

US

Payment Terms: Net 30

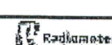
Billing Method: Annually


Currency: USD

Line	Service Name	Covered Product	Start Date	End Date	Description/Serial Number	Line Total
1	PMP-FT660-1V		18-MAY-08	17-MAY-09	PMP-FT660 SERIES-1V (FRV 2)	
	1.1	5230000			oo FILTERTRAK 660 & JUNCTION BOX ; 030700000176	\$496.00
	1.2	5230000			oo FILTERTRAK 660 & JUNCTION BOX ; 030700000178	
2	PMP-1720D-1V		18-MAY-08	17-MAY-09	PMP-1720D TURB-1V (FRV4)	
	2.1	5200060			oo 1720D TURB, INST. ONLY ; 040300037105	\$190.00
	2.2	5200060			oo 1720D TURB, INST. ONLY ; 040300037108	
3	PMP-1720E-1V		18-MAY-08	17-MAY-09	PMP-1720E TURB-1V (FRV4)	
	3.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 050300007903	\$95.00
4	PMP-GLI 33-1V		18-MAY-08	17-MAY-09	PMP-GLI 33-1V (FRV 1)	
	4.1	P33A1CN			PH ANALYZER ; 4408513	\$208.00
	4.2	P33A1CN			PH ANALYZER ; 4408561	
5	PMTRAVEL1		18-MAY-08	17-MAY-09	1 On-site PM visit	
	5.1	5230000			oo FILTERTRAK 660 & JUNCTION BOX ; 030700000176	\$150.00

Sub Total : \$1,139.00

Total : \$1,139.00

800-548-4381
Fax: 674-284-4533800-464-0263
Fax: 970-481-3019
Environmental
 Be Right The Professional Solution
 800-040-3786
 Fax: 970-481-3821
800-464-0263
Fax: 970-481-3010800-464-0263
Fax: 970-481-3010800-368-2723
Fax: 301-874-8450

	HACH SERVICE CONTRACT QUOTATION		Page : 2 of 2
	Contract Number : HACH10159		
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders 100 Dayton Avenue Ames, IA 50010 Phone : 800-227-4224 x 3601 Fax : 515-956-3810 E-Mail : services@hach.com	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Contract Notes :

START & END DATES PENDING ACCEPTANCE.

PAYMENT IN FULL IS DUE AT TIME OF CONTRACT ACTIVATION.

THE FIELD SERVICE TERRITORY MANAGER FOR YOUR AREA IS KEN POUSLAND AND HE CAN BE REACHED AT 800-227-4224 EXT 2132.

IF I CAN BE OF ANY FURTHER ASSISTANCE PLEASE CALL ME AT

1-800-227-4224 EXT 3147 OR E-MAIL;

kimgreen@hach.com

FAX# : 515-956-3810

THANK YOU.

KIM GREEN

SERVICE ADMINISTRATION SPECIALIST.

Customer Name : TOWN OF ANDES

Customer P.O. Number : _____

Customer Reference Number : _____


800-548-4381
Fax: 674-204-4033

800-464-0283
Fax: 970-461-3819

Environmental
By Right The Environment is a Right
800-648-3766
Fax: 970-461-3821

800-464-0283
Fax: 970-461-3819

800-464-0283
Fax: 970-461-3819

800-388-2723
Fax: 301-874-8450



Be Right™

Hach Service Partnership Programs Terms and Conditions*

THESE ARE THE TERMS AND CONDITIONS WHICH, TOGETHER WITH THE HACH SERVICE PARTNERSHIP PROGRAMS CONTRACT, CONSTITUTE THE AGREEMENT BETWEEN YOU (THE CUSTOMER) AND HACH COMPANY.

OTHER TERMS UNACCEPTABLE AND HEREBY REJECTED

These terms and conditions apply to all service, repair, maintenance and training provided by HACH under the HACH Service Partnership Program at the service level selected by Customer. All other terms, whether provided prior to or after these terms have been provided, are hereby rejected as unacceptable unless otherwise expressly agreed upon in writing.

PRICES

All sales, property, excise, and other federal, state, and local taxes (other than those based on HACH net income) shall be paid by the Customer. All invoices are payable within thirty (30) days of the date of the invoice. Past due amounts may be subject to an interest charge of one and one-half percent (1-1/2%) per month, or the highest rate permitted by law. HACH may suspend the Services until any such past-due amounts have been paid. HACH may adjust the Service fees in the event the customer changes the equipment or attaches additional features or attachments to the equipment.

PARTS

Any non-functioning parts that are replaced and provided by HACH shall become the property of HACH. Parts provided by HACH in performance of Services may be new or refurbished parts which are functionally equivalent to new parts.

SITE ACCESS/Preparation/WORKER SAFETY/ENVIRONMENTAL COMPLIANCE

Customer agrees to permit prompt access to equipment. Customer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before Services are performed. Customer is the operator and in full control of its premises, including those parts of the premises where HACH employees or contractors are performing service, repair and maintenance activities. Customer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Customer is the generator of any wastes, including without limitation hazardous wastes, resulting from such services, repair and maintenance. Customer is solely responsible to arrange for the disposal of any wastes at its own expense. Customer, shall, at its own expense, provide HACH employees and contractors working on Customer's premises with all information and training required under applicable safety compliance regulations. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Customer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Customer requires HACH employees or its contractors to attend safety or compliance training programs provided by Customer, HACH shall be paid the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training shall not create or expand any warranty or obligation of Hach and shall not serve to alter, amend, limit or supersede any part of this Agreement.

ADDITIONAL CHARGES

Services which must be performed as a result of any of the following conditions shall be subject to additional charges for labor, travel and parts:

- (a) equipment alterations not authorized in writing by HACH;
- (b) damage resulting from improper use; or in transit damage; accident, neglect, power surge, operating in an environment in which the instrument is not designed to operate;
- (c) the use of supplies or accessories which are not in conformance with HACH's specifications.
- (d) damage resulting from Acts of God such as lightning, flooding, etc.

EXCLUSIVE WARRANTY AND REMEDY

All workmanship and parts used in repair and maintenance are covered under warranty for 90 days or until the end of the contract, whichever is longer. HACH's exclusive warranty promise is to perform the Services in a workmanlike fashion and provide parts free of defects in materials and workmanship at the time of installation. In the event that HACH breaches this warranty, HACH's sole obligation and Customer's exclusive remedy shall be to have HACH make all necessary adjustments, repairs or replacement of parts which were defective at the time of installation. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY SERVICE, PARTS, SUPPLIES OR EXPENDABLE INSTRUMENTS HEREUNDER. HACH DOES NOT GUARANTEE THAT THE OPERATION OF THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. HACH DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE REMEDY FOR BREACH OF WARRANTY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.

LIMITATION OF LIABILITY

IN NO EVENT WILL HACH BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS NOR DAMAGE OR DESTRUCTION OF DATA EVEN IF HACH HAS BEEN ADVISED OF SAME. Except as to personal injury, HACH's maximum liability will be limited in any event to actual damages incurred by the Customer which are caused solely by the negligent acts or omissions of HACH or the cost of a replacement instrument whichever is lower. Customer agrees to provide HACH with prompt written notification regarding the specifics of any claim for damages and to provide with a reasonable opportunity to investigate. NO LIMITATION OF DAMAGES FOR PERSONAL INJURY IS INTENDED.

SERVICE AND MAINTENANCE MANUALS

Service and Maintenance Manuals (except those provided at the time of instrument sale) including, but not limited to, software or documentation furnished by HACH are confidential and proprietary. Customer agrees to keep Maintenance Manuals confidential and to use its best effort to prevent their unauthorized disclosure and use. Customer shall restrict access to Maintenance Manuals to Customer's employees working on Customer's premises.

NOTICES

All notices shall be in writing and all notices and payments shall be sent to the recipient at the respective address shown on the face of the Hach Service Partnership Service Agreement.

FORCE MAJEURE

Neither HACH nor Customer shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

LIMITATION OF ACTIONS

No action, regardless of form or basis arising out of transactions related to the Services or to the Services performed or to be performed may be brought by either party more than two (2) years after the cause of the action has occurred except that an action for non-payment may be brought within two (2) years after the date of the last payment. No action, regardless of form or basis arising out of transactions related to these services performed, or to be performed may be brought within two (2) years after the date of the last payment.

MISCELLANEOUS PROVISIONS

The HACH Service Partnership Programs and all matters pertaining thereto shall be governed by the laws of the State of Colorado. These terms and the contract attached hereto constitute the entire agreement between the parties and may only be modified by a written instrument executed by the Customer and an authorized official of HACH. Any term or condition of an offer set forth on any purchase order or other document submitted by Customer which is inconsistent with any term or condition of the HACH Service Partnership Programs is of no force or effect. Neither Customer nor HACH will be bound by any oral agreement or representation irrespective of by whom or when made. No waiver by HACH of any defaults or breaches by Customer shall waive any future default or breach, whether alike or different in character. The invalidity of any provision hereof shall not affect the validity of the remaining provisions hereof. Customer may not reassign the Services without prior written consent of HACH, which consent will not be unreasonably withheld.

* This contract applies to customers in the United States only. Customers in Canada please contact Hach Sales & Service Canada Ltd. at this telephone number: (204) 632-5598



Be Right™
Service Partnership Programs*

HACH COMPANY IS COMMITTED TO SUPPORTING OUR CUSTOMERS AFTER THE SALE IS MADE. IT IS FOR THIS REASON THAT WE HAVE DEVELOPED SEVERAL NEW SERVICE OFFERINGS TO SUIT THE UNIQUE NEEDS OF EVERY FACILITY.

PRODUCT ELIGIBILITY

A HACH Service Partnership Agreement can be purchased at the time you purchase your HACH Instrument or at any time thereafter. HACH may, at its discretion, determine the instruments to be eligible for, and the duration of, any HACH Service Partnership Program. The HACH instrument(s) that will be maintained under the Service Partnership Agreement must be in good operating condition and may not be modified in any way unless specifically modified for you by HACH. HACH may inspect equipment prior to performing contract service. If a unit has been tampered with or damaged, you will be billed at current time and material rates to return the instrument to its original working condition.

PROGRAM OFFERINGS AND BENEFITS SUMMARY

Self-Service Partnership Agreement (Customer Performs Service)

HACH's Priority Self-Service Partnerships include HACH's exclusive toll-free priority technical support phone number (available only to HACH Priority Partners), and a dedicated team to answer your technical instrumentation repair questions. If, after sending any necessary parts, HACH's technical support professional is unable to solve your instrument problem over the phone, HACH will schedule a site visit, free of charge, to help repair the instrument. HACH Priority Partners receive priority scheduling for on-site service. HACH shall use its best efforts to send a service professional to your site within two (2) weeks or ten (10) working days after HACH technical support has determined that the instrument cannot be repaired without on-site assistance. HACH will ship parts, at HACH's expense, whenever replacement parts are required for repair or preventative maintenance, as determined by HACH technical support or field service professional. In addition, HACH will provide one annual on-site visit for operator training.

Self-Service Training

Under the HACH Self Service Partnership, HACH will provide training and certification once annually for the particular site and instruments covered by the agreement. This training includes operation, general maintenance, preventative maintenance and modular repair. HACH will provide operator certification only on contracted equipment. HACH does not train independent repairmen or representatives, and all trainees must be employees working on-site at the facility(ies) named in the contract.

Bench Service Partnership Agreement (Service at Hach's Factory Service Center)

Hach's Priority Bench Service Partnerships offer an exclusive toll-free priority technical support phone number (available only to HACH Priority Partners). This support line can be used both for technical assistance and to alert HACH that you will be returning an instrument to HACH's repair center, freight prepaid, for preventative maintenance or repair. HACH shall use its best efforts to repair the instrument within five (5) working days after receipt of the instrument, always giving "Rush Repair" priority to customers with Bench Service Partnership Agreements. Repaired instruments shall be shipped to you by ground transportation at HACH's expense. Expedited delivery is available upon request at additional cost. All repair parts and factory labor are included in the cost of the contract, and there is no limit to the number of times that an instrument may be factory serviced.

Field Service Partnership Agreement (HACH Provides Service At Customer Site)

HACH's Field Service Partnerships offer exclusive priority toll-free access to HACH's technical support professionals and priority on-site service. This agreement also covers all on-site preventative maintenance. Preventative maintenance will be scheduled in advance, based on the schedule recommended in the instrument service manual. If emergency field repair is required on covered instruments, HACH will use its best efforts to send a service professional to your site within two (2) weeks or ten (10) working days after HACH receives your request for service on any covered instruments. All parts (including ground shipping), labor, and travel costs are included for all visits, and priority emergency field repair is available at no additional cost.

Preventative Maintenance Partnership Agreement (HACH Provides Maintenance Service At Customer Site)

HACH's Preventative Maintenance Partnerships offer scheduled on-site preventative maintenance. Preventative maintenance will be scheduled in advance, based on the schedule recommended in the instrument service manual. All scheduled maintenance labor, travel costs and parts are included in the program (does not include repair parts). Note: Emergency, on-site repair visits are not included in this agreement. For all-inclusive, on-site coverage please select the Field Service Partnership Agreement.

Calibration and Certification of Instruments

Calibration and Certification is included as part of all Service Partnership Agreements. HACH's service professionals will calibrate your instruments and provide documentation for your records.

Scheduled Inventory Reagent Replacement (SIRR) Plan

This is an optional service for HACH's U.S. customers who plan to order at least four reagent replacements per year. HACH's Scheduled Inventory Reagent Replacement (SIRR) Plan allows customers to place just one order for reagents for an entire year and receive a discount on those reagents. The SIRR Plan applies to reagent items only and covers only the shipment of orders specified in the SIRR Plan agreement. Additional items ordered during the contract period not covered by the SIRR Plan agreement must be ordered separately and are not eligible to receive the SIRR discount.

UPGRADING FROM YOUR CURRENT WARRANTY

When purchasing a HACH Service Partnership Agreement at the time you purchase your instrument from HACH, HACH will reward you with a substantial discount on the price of a Hach Service Partnership contract (excludes Preventative Maintenance Partnership), simply for upgrading from your standard warranty. By upgrading to one of Hach's three Partnership agreements, you receive numerous advantages as described above.

LIMITATIONS OF SERVICE

The Services are designed to keep the equipment in, or restore the equipment to good working order through its useful life. The Services do not include instrument installation as HACH does not install instruments. Installation includes, without limitation, wiring, electrical connections, conduit, plumbing or connecting to plumbing. HACH does not assure accurate or uninterrupted operation of the equipment. Requested services outside the Service Partnership Agreement contract will incur current charges for labor, travel and non-covered parts.

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Water Technologies

SIEMENS WATER TECHNOLOGIE Telephone 724-640-5933
212 Apple Hill Drive Fax 724-468-1081
Delmont, Pa. 15626 gene.cerilli@siemens.com

Customer Bill To:

Andes, NY. WWTP
5287 County Highway 1
Andes, NY. 13731
Attn: Shane Boice
Ph: 845-676-3990
Fax: 845-676-3732

Customer Ship To:

Andes, NY.
5287 County Highway 1
Andes, NY. 13731
Attn: Shane Boice
Ph: 845-676-3990
Fax: 845-676-3732

Quotation Number: GC797-032808-00
Date of Quote: March 28, 2008
Customer Reference #: 797
Application Reference: CMF

DELIVERY: Subject to time of order NOTE: Please allow for transportation time
TERMS: Due upon receipt of order net 30 days QUOTATION IS VALID FOR: 30 Days
FOB: Shipping Point (Freight Included UPS Ground)
YOUR SALES REP IS: Prepared by: Gene Cerilli

We are pleased to propose the following items for your consideration. If you have any questions about this quote please call our office to allow us to serve you.

Line	SWT Part No	Part Description	QTY	Unit Price USD	Extended Price USD	Availability
1		PROCESS AUDIT 1 DAY ON SITE 2 x 12M10V units	1	\$ 4,890.00	\$ 4,890.00	
2					\$ -	
3					\$ -	
4					\$ -	
5					\$ -	
6					\$ -	
7					\$ -	
8					\$ -	
9					\$ -	
TOTAL ORDER VALUE					\$ 4,890.00	

Price does not include applicable tax if needed

NOTE: Any order resulting from this proposal is subject to the Terms and Conditions attached, and any attachments hereto and our cover letter. Purchaser's acceptance of this offer is expressly limited to such Terms and Conditions without change or addition.

MOTION:

MOTION made by Mr. Moshier second by Mr. Liddle to authorize Delaware Operations to purchase the following:

Micro Filtration process audit from Siemens Water Tech not to exceed \$4,890.00

Yearly PM contract from HACH Company not to exceed \$1,139.00

VOTE: ALL AYE. So carried.

EX. SESSION:

MOTION made by Councilman Liddle second by Councilman Gabriel to enter Executive Session.

VOTE: ALL AYE. So carried.

TIME: 1:30 P.M.

REASON: Legal

MOTION made by Councilman Moshier second by Councilman Gabriel to exit Executive Session.

VOTE: ALL AYE. So carried.

TIME: 1:45 P.M.

ADJOURN:

MOTION made by Councilman Gabriel second by Councilman Liddle to adjourn.

VOTE: ALL AYE. So carried.

TIME: 1:48 P.M..

Janis L. Jacques

**Andes Town Clerk
Andes District's Clerk**