

**TOWN OF ANDES
TOWN HALL**

MONTHLY MEETING

**DEC. 9, 2008
12:30 P.M.**

PRESENT:

**Councilman Ritchie Gabriel
Councilman Daniel Grommeck
Deputy Supervisor Martin Liddle
Councilman Shayne Moshier
Supervisor Martin A. Donnelly
Town Clerk Janis Jacques
Highway Supt. Michael McAdams
Assessor Tina Moshier
Bookkeeper Meg Hungerford
Keough Consulting Marge Merzig**

ALSO:

**Matthew Perry { Catskill News }
T.W. Coddington { Walton Reporter }
Mike Sabansky { Del. Co. Real Property }
Mariane Kirally { Del. Co. Co-op. Ext. }
James LaPlante { NYS Regional Manager - State Of. Of Real Property }
Arnold Jones { Newburg - Manager of Of. Of Real Property }
Alex Bene**

CALL TO ORDER:

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

PLEDGE:

The Pledge of Allegiance was recited lead by Councilman Gabriel.

Town of Andes Highway Report

Michael R. McAdams, Highway Superintendent

December 9, 2008

Equipment:

2004 Int 7600 – Checked rear ends and transmission

2004 Int. 4 x 4 – Changed transfer case oil and checked rear end

2000 Int. – Changed passenger side rear brake, wheel seal, drum and checked rear ends

1999 Int. – Replaced small radiator hose and clamps between water pump and cooler, replaced alternator

1991 Autocar 4 x 4 – Replaced hydraulic hose and spinner, fixed lights, installed new wing arm and put wing on

1996 Volvo Tri-axle – Replaced cam sensor and wire harness, Contacted Old Road Truck Repair as it will still not run

2000 F550 – Changed headlights, welded plow frame

2003 John Deere Loader – Greased and checked fluids

1994 Chipper – changed fuel filter

After the 1st of the year we will have to buy 18 snow tires for our trucks.

Both new trucks have been delivered. The Town Board and Supervisor are invited to come and see them. We will have to purchase two new radios for these trucks.

Roads:

Barkaboom Road – We have a slide going into the Brook. We are getting an emergency permit to fix the problem. Bill Boyle will be doing the work off the county bid.

We have finally received correspondence from the DEP regarding Bush Hill Road. I will need to submit the letter to the Town Attorney for review.

Other:

We have painted the fuel and gas tanks at the Highway Garage. Oil barrels have also been painted. We have added guard rails, new gauges and whistles for the oil tanks for the furnace. The registration for the tanks is almost up and will need to be renewed.

Fuel cards for the tanks are outdated and will need to be updated.

We have been cleaning inside the building. All employees have been reminded that there is to be no smoking in town vehicles or the highway garage. I will be putting up new signs on the doors.

All employees have been told that if a Town of Andes resident should confront them about road business, that they should be polite, and to direct them to the Highway Superintendent.

I was supposed to meet with FEMA on December 8, 2008, regarding the close out of a Beech Hill project. They called and cancelled because of transportation problems. It will be rescheduled for the end of the week.

All highway employees have received a letter regarding unauthorized purchases from the Town Attorney, a copy of which is attached.

I will be going on vacation next week. Bradley Darling, Deputy Highway Superintendent, will be in charge.

Merry Christmas and a Happy New Year to everyone!!

Respectfully Submitted:

Michael R. McAdams

Highway Superintendent

Mike:

You have asked me in my capacity as Village Attorney to advise you on the consequences of "charging" Highway Department or Town expenses by unauthorized employees. The consequences are significant.

Any such unauthorized expenditure is simply illegal. Any person doing this so is subject, first, to recovery of any unauthorized expenditure directly from the person who incurred it and not the Town. Since all expenditure of public funds must be authorized by act of the Town Board or the Highway Superintendent within his budget, only purchases through these channels are legal.

You should be aware that potentially, both you and the Town could be subject to action by the Attorney General's office if such expenditures were allowed on a regular basis.

In addition, such action constitutes insubordination on the part of the employee, since illegal acts are never, and can never be, "authorized". This activity subjects the employee to not only disciplinary action, but if deemed appropriate, a "fair hearing" and possible dismissal.

I would urge you take whatever steps may be required to keep this from happening again.

If you need any additional information, please contact me.

DSM

David S. Merzig
Kehoe & Merzig, PC
8-12 Dietz Street Suite 202
Oneonta, New York, 13820
TEL (607)432-4242

PRIVILEGE OF THE FLOOR:

1. Mariane Kiraly - Del. Co. Co-op Ext.

Re; {grass pellet furnace}

Mrs. Kiraly gave a detailed presentation on grass pellet furnaces. She further explained that this a pilot project and asked if the Town of Andes would be interested in putting one in the Town Highway Garage. This would be no cost to the Town of Andes.

The Andes Town Board agreed to meet with Mrs. Kiraly and Highway Supt. McAdams at the Town Highway Garage to determine if this is feasible.

Mrs. Kiraly, Supt. McAdams & the Town Board will report on the findings at the Jan. 12, 2009 Town Board meeting.

2. James LaPlante -

{ NYS Regional Manager - State of N.Y. Real Property Services }

Arnold Jones -

{ Newburg - Manager of - State of N.Y. Real Property Services }

Mike Sabansky -

{ Delaware Co. Director of Real Property Services }

Re; AWARD

Mr. LaPlante: " Today your Town Assessor - Tina Moshier - is going to receive an award. This award is for the work done to create a full assessment roll with fairness and transparency in mind. Your assessor has done just that. It is my pleasure to be here today to see Tina receive this award as it is a high honor. "

Mr. Jones echoed Mr. LaPlantes' words and also recognized the Town Boards decision to back Tina in this endeavor.

Mr. Jones presented the award to Andes Assessor - Tina Moshier.

Mr. Sabansky further praised Tina and added: " She should have a raise".

This award can be seen in the office of Town of Andes Assessor - TINA MOSHIER.

{ We are ALL very proud of Tina }

DELAWARE COUNTY DEPARTMENT OF WATERSHED AFFAIRS

1 COURTHOUSE SQUARE, SUITE #3
DELHI, NEW YORK 13753
PHONE: (607) 746-8914
FAX: (607) 746-8836
<http://www.delcowatershed.com>
e-mail: h2o@co.delaware.ny.us



DEAN C. FRAZIER, COMMISSIONER
THOMAS J. HILSON, ASST. TO COMMISSIONER
KELLY L. BLAKESLEE, GRANTS MANAGER
CATHERINE W. ARMSTRONG, ADMIN. ASST.

Date: November 18, 2008

To: Board of Supervisor Members

From: Dean

RE: Proposed amendments to the Watershed Rules and Regulations resolution

The proposed amendments to the WR&R have been underway about 3 years or more. Tens of thousands of dollars of county staff time has gone into this process from Planning, the Soil and Water Conservation District and Watershed Affairs. Delaware County staff has worked with neighboring county staff to help develop the points of concern for the Coalition as a team with Kevin Young who then collated that information into formal comments. The stop and go process yielded numerous versions of comments over time that required constant revisiting and refreshing to get back up to speed at each juncture. There have been some modifications along the way that the City agreed with, but there are still some amendments that we as staff, Kevin and the CWT do not agree with. The matter of addressing the proposed amendments is no simple matter and therefore not necessarily easily explained. But here goes.

There are concerns related to the expansion of Waste Water Treatment Plants, Sewer Extensions, Individual Septic Systems and Stormwater systems. Below are two statements or paraphrases from Kevin Young's most recent review of the City's proposed final amendments developed for the Coalition of Watershed Towns.

1. Septic System modifications – "DEP is trying to make it absolutely clear that any modification/ alteration to a existing septic system requires the homeowner to come into compliance with the regulations applicable to new systems unless, in DEP's sole discretion, that is not possible. In the latter case, DEP will require that applicant to demonstrate adequate mitigation measures to avoid contamination to, or degradation of, the water supply which are at least as protective of the water supply as the requirements that cannot be met." "Note that in the opinion of DEP modification/ alteration includes a new use of building; additional tables at a restaurant; a new bedroom; change in occupancy of a commercial facility; and even a change in the menu." (This is different in that prior to this amendment a modification/alteration of an existing system did not have to comply with the

existing regulations; there was flexibility to meet challenges and now that is gone.)

2. One example of a stormwater concern. "DEP is increasing the size of the treatment volume; imposing siting restrictions beyond what applies under state law; requiring two different treatment methods when there is more than 20% impervious area." This could create challenges with the actual siting of two treatment systems on smaller lots. Kevin, from consultation with stormwater engineers, has indicated that the two system treatment process may not be able to be designed to be effective if there is not enough head to maintain adequate flow for treatment. There has been considerable discussion at CWT meetings about how to determine which parts will be eligible for reimbursement from CWC. (I am not quite familiar enough with the process of determining what is eligible to repeat specifically what those concerns are based on.)

FROM THE SUPERVISOR:

1. The Governor's Scenic Byway Smart Growth Project of which we are one of the six municipalities that are suppose to share \$500,000.00 { a maximum of \$80,000.00 and a minimum of \$40,000.00 } is still in the planning stages. Our Planning Board has submitted proposals as requested and we continue to attend the meetings.

2. In reference to the Storm Water Retrofit Projects for Coulter Road and High Street - the plans have been approved and the funding agreed to at NO COST to the Town of Andes.

3. In answer to questions from our last meeting - Wayne Reynolds { Del. Co. DPW Commissioner } advised that they did increase the C&D rate to the Towns at least 15%. I asked him to work at 20% to 25%.

4. We still can burn at our Transfer Station but we will need a permit which Councilman Moshier said he would obtain. Remember - we can burn ONLY clean wood & brush.

5. Scott Gladstone from Delaware County Soil & Water will make a short presentation on stream corridor management after our meeting on Jan. 12, 2009.

Supv. Donnelly asked for a MOMENT OF SILENCE for those Andes residents we have recently lost:

Marcia Spencer *** Josephine Zwick**

Elizabeth Cole *** Thomas Egnaczak Jr.**

Supv. Donnelly asked to keep the following in your thoughts & prayers as they are very ill:

James Bauer *** Frank Hartung**

Respectfully submitted,

**Martin A. Donnelly
Town of Andes Supervisor**

MOTIONS:

Deputy Supv. Liddle called for the following MOTIONS:

MOTION made by Councilman Gabriel second by Councilman Moshier to hold our Jan. 2009 Organizational & Regular Town Board Meetings on MONDAY Jan. 12th @ 12:30 P.M. @ Town Hall.

VOTE: ALL AYE. So carried.

MOTION made by Councilman Moshier second by Councilman Grommeck to authorize our Town Board Bookkeeper to do whatever is needed in order to close the 2008 Town of Andes books.

VOTE: ALL AYE. So carried.

MOTION made by Councilman Grommeck second by Councilman Gabriel to authorize Supt. McAdams to store all the new tools being ordered for the new Town Garage.

VOTE: ALL AYE. So carried.

MOTION made by Councilman Gabriel second by Councilman Moshier to close the Reval Reserve checking account and transfer any money left in it to the Reval Reserve savings account - for the next project.

VOTE: ALL AYE. So carried.

**RES. #54 TOWN OF ANDES - OPPOSITION TO THE NYCDEP
DRAFT AMENDMENTS TO THE WATERSHED RULES &
REGULATIONS**

**WHEREAS; the NYCDEP has released proposed amendments to the
NYC Watershed Rules & Regulations { "WR&R" } and;**

**WHEREAS; the DEP has announced its intention to commence the
public comment process; and**

**WHEREAS; the Town Board of the Town of Andes has reviewed the
proposed amendments to the WR&R; and**

**WHEREAS; the Town Board of the Town of Andes believes that the
proposed amendments will increase costs to the local residents of the
watershed without any additional funding to address those cost
increases; and**

**WHEREAS; the DEP has not demonstrated a technical justification for
the proposed changes and has not issued or released information on the
cost to comply with these amendments; and**

**WHEREAS; the DEP has not identified the water quality benefits that
would result from such proposed amendments and;**

**WHEREAS; NYC is attempting to shift the cost of avoiding filtering its
water supply to some of the poorest communities within New York
State-**

**NOW THEREFORE BE IT RESOLVED that; the Town of Andes
respectfully submits its formal objection to the adoption of the proposed
amendments to the WR&R as currently proposed since the DEP has
neither demonstrated a need for these proposed changes nor identified
the water quality benefits that would result from such proposed
amendments or made arrangements for funding the incremental costs
arising there from.**

Proposed by Councilman Moshier

Second by Councilman Gabriel

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck---AYE

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

**RES. #55 REQUESTING THE NYSDEC NOT TO ADOPT
REGULATIONS AND / OR POLICIES LIMITING OR
REGULATING NATURAL GAS MINING IN THE TOWN
OF ANDES**

WHEREAS; the NYCDEP Commissioner, Emily Lloyd, has submitted a letter to the NYSDEC Commissioner, Peter Grannis, requesting that the NYSDEC adopt rules and / or regulations that would regulate natural gas mining within the NYC Watershed more stringently including banning natural gas mines within a one mile radius of any reservoir or reservoir stem; and

WHEREAS: DEC has announced that it is preparing a Supplemental Generic Environmental Impact Statement to evaluate the environmental impacts associated with natural gas mining using horizontal drilling in the Marcellus Shale and;

WHEREAS; there is no scientific basis to regulate natural gas mining within the NYC Watershed Counties in a manner different or more stringent then elsewhere in New York State -

NOW THEREFORE BE IT RESOLVED that; the Town of Andes respectfully requests that the DEC not adopt any special regulations or policies which limit or regulate natural gas mining in the NYC Watershed Counties in a manner different from the restrictions that apply state-wide.

Proposed by Councilman Liddle

Second by Councilman Gabriel

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck---AYE

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

**RES. #56 IMPLEMENTATION OF THE EAST BRANCH
DELAWARE RIVER STREAM CORRIDOR
MANAGEMENT PLAN**

- Whereas,** The Delaware County Soil & Water Conservation District (DCSWCD) and the Town of Andes recognize that the East Branch Delaware River and its tributaries are a key element of the identity of the Pepacton Reservoir watershed; and
- Whereas,** The DCSWCD and the Town of Andes have worked cooperatively on stream management issues relevant to both public and private interests; and
- Whereas,** The DCSWCD, in partnership with the NYCDEP Stream Management Program have worked cooperatively to develop a comprehensive Stream Corridor Management Plan (SCMP) for the East Branch Delaware River watershed; and
- Whereas,** The DCSWCD and NYCDEP have worked closely with a local Project Advisory Committee, the Town of Andes and other watershed stakeholders to develop the East Branch Delaware River (EBDR) SCMP which takes a science based, long term management approach to the streams in the basin; and
- Whereas,** The DCSWCD and the Town of Andes desire to work cooperatively to implement the EBDR SCMP for the common benefit of both parties, protection of the natural resources and the interests of the broader watershed stakeholders; now

Therefore be it resolved that

The Town of Andes recognizes, and adopts the East Branch Delaware River Stream Corridor Management Plan as a guidance document that can assist the Town and its landowners with addressing long term management of the East Branch watershed in a manner that is consistent with the protection of public and private property, the protection of natural resources, and in a way that will provide the Town of Andes, its landowners and visitors with multiple benefits.

Proposed by Councilman Liddle

Second by Councilman Moshier

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck---AYE

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

RES. #57 STANDARD WORK DAY

BE IT RESOLVED, that the Town Board hereby establishes the following as a standard workday for elected and appointed officials for the purpose of determining days worked for reporting to the New York State and Local Employees Retirement System:

For the following elected Officials and appointed officials (Town Supervisor, Councilperson, Town Justice, Highway Superintendent, Town Clerk, Assessor, Code Enforcement Officer, and Dog Control Officer): six (6) hours shall constitute one work day and Town Attorney { David Merzig }

For the following employees eight (8) hours shall constitute one work day based on actual hours worked: Full or Part-Time Highway Employees, Court Clerk, Pool Employees, Transfer Station Employees

Proposed by Councilman Liddle
Second by Councilman Grommeck

ROLL CALL:

Councilman Gabriel-----AYE

Councilman Grommeck---AYE

Councilman Liddle-----AYE

Councilman Moshier-----AYE

Supv. Donnelly-----AYE

VOTE: ALL AYE. So carried.

MINUTES:

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

VOTE: ALL AYE. So carried.

REPORTS:

MOTION made by Councilman Liddle second by Councilman Gabriel to approve the Dec. Town Clerk Financial Report - Dec. Bookkeeper's Report, Supt. Of Highway's Report, D.C.O Report and Building Inspector's Report.

VOTE: ALL AYE. So carried.

WARRANTS:

MOTION made by Councilman Liddle second by Councilman Grommeck to approve the Warrants as follows:

General	#441-#472	\$ 33,710.66
Highway	#228-#242	46,279.08
FEMA	#16-#19	13,296.70
H2O	#60-#62	324.43
WWTP	#123A-#225	31,220.68
Shavertown Cem.	#4-ONLY	600.00

VOTE: ALL AYE. So carried.

EXECUTIVE SESSION:

MOTION made by Councilman Liddle second by Councilman Grommeck to enter Ex. Session.

VOTE: ALL AYE. So carried.

TIME: 1:00 P.M.

REASON: Personnel

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

VOTE: ALL AYE. So carried.

TIME: 1:30 P.M.

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 December 9, 2008

1. Water System

Daily usage of treated water from the water system averaged 12,900 gallons per day for the month of November 2008.

2. Plant Purchases

3. O&M

1. WWTP Plant

- Plant effluent flows 29,800 averaged gallons per day for the month of September 2008.

2. SPDES Compliance/NYSDEC, NYCDEP

- The plant discharges of treated effluent to the Tremper Kill Brook; permit compliance for November 2008 met all parameters.

3. Collection System

- High Street is being maintained as required.

4. Plant Purchases.

5. Plant O&M

- Delaware Operations request the approval for Clean Harbors Environmental Services to clean out the alum bulk storage tank at a cost of \$4,200 for labor, equipment and materials plus \$1.36 per gallon to dispose of the material, and \$255 to wash out the tank. See attached quote.

In October the DEC conducted an inspection of our Chemical Bulk Storage. We are no longer using alum. Chemical Bulk Storage Parts 595,596, and 598 state that if the tank is out of service for more than thirty days it needs to be emptied and closed in accordance to requirements.

BOND RESOLUTION OF THE TOWN OF ANDES, DELAWARE COUNTY, NEW YORK AUTHORIZING THE ISSUANCE OF AN ADDITIONAL \$20,000 SERIAL BONDS TO FINANCE ADDITIONAL COSTS FOR THE RECONSTRUCTION AND IMPROVEMENTS TO THE TOWN'S WATER SYSTEM.

WHEREAS, the Town Board of the Town of Andes, Delaware County, New York on August 1, 2005, duly adopted a Bond Resolution entitled "BOND RESOLUTION OF THE TOWN OF ANDES, DELAWARE COUNTY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$250,000 SERIAL BONDS TO FINANCE THE COST OF RECONSTRUCTION AND IMPROVEMENTS TO THE TOWN'S WATER SYSTEM"; and

WHEREAS, the Town Board wishes to (i) authorize the expenditure and appropriation of additional funds in connection with further improvements to be undertaken as part of the reconstruction and improvements of the Town's existing water system, including the elimination of lead in the water system and security fencing around the water supply source, and (ii) the issuance of additional serial bonds of the Town to finance such additional appropriation.

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Andes, Delaware County, New York (the "Town"), as follows:

Section 1. The Town is hereby authorized to undertake the reconstruction and improvements of the Town's existing water system, including the elimination of lead in the water system and security fencing around the water supply source, including lands or rights in land and the acquisition of furnishings, equipment, machinery or apparatus required at an estimated maximum cost of \$270,000, constituting an increase of \$20,000.

Section 2. The plan for financing of such new maximum authorized cost of \$270,000 shall be as follows:

(a) by the issuance of \$250,000 serial bonds of the Town heretofore authorized pursuant to the Bond Resolution adopted by the Town Board on August 1, 2005; and

(b) by the issuance of additional \$20,000 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 forty (40) years pursuant to subparagraph 1 of Section 11.00(a) of the Local Finance Law; provided, however, that the maximum maturity of the Bonds authorized shall be completed from the date of issuance of the Bonds or the first bond anticipation note issued in anticipation of the Bonds or the date of issuance of the first bond anticipation notes or the serial bonds authorized pursuant to the Bond Resolution dated August 1, 2005, whichever date is earlier.

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 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, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming 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 issuance of the Bonds, and the power to sell and deliver the Bonds and any bond anticipation notes 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. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the Town's General Fund. It is intended that the Town shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2.

Section 9. The Town Supervisor, as chief fiscal officer of the Town, is further authorized to sell all or a portion of the Bonds or any bond anticipation notes issued in anticipation of the Bonds to the New York State Environmental Facilities Corporation ("EFC") in the form prescribed in one or more agreements ("Loan Agreements") between the Town and the EFC; to execute and deliver on behalf of the Town one or more Loan Agreements, Project Financing Agreements, and Letters of Intent with the EFC and to accept the definitive terms of one or more Loan Agreements from EFC by executing and delivering one or more Term Certificates; and to execute such other documents, and take such other actions, as are necessary

or appropriate to obtain a loan or loans and/or grants from the EFC for all or a portion of the costs of the expenditures authorized by this resolution, and perform the Town's obligations under its Bonds or any bond anticipation notes issued in anticipation of the Bonds delivered to the EFC, the Project Financing Agreement, and the Loan Agreements.

Section 10. The serial 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, with the serial bonds and bond anticipation notes authorized by other bond resolutions previously or heretofore adopted by the Town Board for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the bonds, including the dated date of the bonds, the consolidation of the serial bonds and the bond anticipation notes with other issues of the Town and the serial maturities of the bonds are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 11. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) 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 (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 12. This resolution, or a summary thereof, shall be published in the official newspapers of the Town for such purpose, together with a notice of the Clerk of the Town 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 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 15. 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 16 This resolution shall take effect immediately.

Proposed by Mr. Liddle

Second by Mr. Grommeck

ROLL CALL:

Mr. Gabriel-----AYE

Mr. Grommeck-----AYE

Mr. Liddle-----AYE

Mr. Moshier-----AYE

Chairman Donnelly---AYE

VOTE: ALL AYE. So carried.

**MOTION made by Mr. Gabriel second by Mr. Liddle to approve Del.
Op. request for Clean Harbors Env. Services
VOTE: ALL AYE. So carried.**

ADJOURN:

**MOTION made by Councilman Moshier second by Councilman Liddle
To adjourn.
VOTE: ALL AYE. So carried.
TIME: 2:00 P.M.**

**Janis Jacques
Andes Town Clerk
Andes Districts Clerk**



Clean Harbors Environmental Services, Inc.
15 Littlebrook Lane
Newburgh NY 12550
845 566-5071
www.cleanharbors.com

November 18, 2008

Mr. Shane Boice
Delaware Operations, Inc.
8-12 Dietz Street, suite 303
Oneonta, NY 13820

Re: Quote # 714223

Clean Harbors Environmental Services, Inc. is pleased to submit the following quotation to provide entry, cleaning, transportation and disposal of waste material from a 1000 gallon tank located at your Andes, NY location.

Clean Harbors is the premier provider of comprehensive environmental services in the region and offers a network of capabilities to insure that your project is completed both safely and cost-effectively.

SCOPE OF WORK:

1. Equipment and personnel will be mobilized to the site.
2. Clean Harbors personnel will meet to discuss all aspects of health, safety and compliance. Personnel will don the appropriate level of personal safety equipment.
3. Tank will be metered for entry and vented if required.
4. Tank will be entered and vacuum cleaned, power washed and vacuumed again.
5. Waste material will be transported to Clean Harbors of Bristol, CT for disposal.

Labor, Equipment and Materials	\$4,200.00
Disposal: Non Hazardous Semi solids (CNOS)	\$ 1.36/gallon
Tank Wash	\$ 255.00

The aforementioned prices are based upon the following assumptions:

1. Client will provide free and clear access to work area for manpower and equipment.
2. State tax will be invoiced.
3. A signed Field Service Agreement and Purchase Order must be received prior to commencement of project.
4. Utilities to be supplied by generator, i.e. water and electricity.
5. Clean Harbors reserves the right to negotiate mutually acceptable terms and conditions.
6. Payment terms net 15 days.
7. **A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 13%, will be applied to the total invoice.**

Should you have any questions concerning this quotation or would like to schedule this project, please contact me.

Please fax a signed copy of this quotation with a purchase order to (845)566-9014.

Sincerely,

Paul A. Bomba
General Manager

PROPOSAL CONDITIONS

1. The customer hereby acknowledges that a Clean Harbors' Field Representative bases the estimated cost upon a preliminary appraisal, and that the amount invoiced by Clean Harbors Environmental Services, Inc. ("Clean Harbors") will be based upon labor and materials actually expended in performing the scope of work. Any changes in the Scope of Work will be billed on a time and material rates.
2. Clean Harbors shall provide all labor, materials and, equipment and subcontracted items necessary to perform the services described in this quotation. Clean Harbors represents that it is properly licensed, possesses the required skills and shall perform the work in a professional and workmanlike manner.
3. This proposal is contingent on the Customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, Customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work.
4. This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.

PURCHASE ORDER NUMBER

CUSTOMERS AUTHORIZED REPRESENTATIVE OR AGENT

PRINT NAME

DATE



November 17, 2008

Bill To:
**TOWN OF ANDES WASTE WATER
TREATMENT
5287 COUNTY HWY 1

PO BOX 85
ANDES, NY 13731**

Service Location:

**TOWN OF ANDES WASTE WATER
TREATMENT
5287 COUNTY HWY 1, PO BOX 85
ANDES, NY 13731**

Re: **Proposal for Total Project Management**
Proposal Number: 61403

Safety-Kleen is committed to providing the best in environmental services and is pleased to provide TOWN OF ANDES WASTE WATER TREATMENT, ("the customer") with a proposal for the services described below as part of our full service Total Project Management Program:

• **LABOR**

All labor costs for the segregation, classification, and packaging of the waste materials by experienced personnel in accordance with all DOT, EPA and State regulations.

• **MATERIALS AND FEES**

All fees, applicable taxes and material costs for the proper packaging of the wastes for shipment by highway including drums, packing media, DOT and EPA labels and personal protective equipment.

• **TRANSPORTATION**

Transportation of all packaged wastes by a fully licensed and insured waste transporter, from your facility to the end disposal site.

• **DISPOSAL**

Proper treatment and disposal of all wastes at an authorized disposal facility.

• **PAPERWORK**

If necessary, a completed Hazardous Waste Manifest and Land Disposal Restriction Form for your signature at the time of shipment.

This proposal shall replace any prior oral or written proposal provided by Safety-Kleen and shall serve to memorialize the mutual understanding of our roles and responsibilities related to this proposal and the services provided. This proposal is not to be considered as a fixed price, but a project estimate, based on the Scope of Work, approximate chemical quantities and descriptions of the inventory provided by the Customer. This proposal is subject to the approval of Safety-Kleen's credit department. If actual costs exceed this estimate due to an increased Scope of Work, the Customer will be notified of the revised costs and will be invoiced for the actual work completed.



Safety-Kleen Proposal

November 17, 2008
Proposal Number: 61403

The Scope of Work and breakdown of the costs associated with this proposal as follows:

Safety-Kleen will provide the following:

Mobilize to site
Health & Safety Meeting
Confined Space Entry for tank
Remove 175 gallons of crystallized alum
Provide drums for waste
Provide labels, markings and manifest for shipping
Client will sign confirming accuracy and volumes
Transport waste for disposal at a permitted facility

Labor	Quantity	Size	Price	Extension
All necessary Labor, equipment, materials T&D to complete listed job scope.	1.00	Project	\$5,941.67	\$5,941.67

Estimated Project Total = \$5,941.67

All items must be shipped in DOT approved shipping containers. Applicable taxes or similar assessments are not included in the Prices and will be billed separately on Customer's invoices. In addition to any other terms herein, this proposal letter is subject to the following Terms and Conditions and must be executed by the Customer prior to Safety-Kleen beginning any work.

Terms and Conditions**Waste Disposal Services**

- 1) Price is valid for thirty (30) days from the date of this proposal letter.
- 2) Customer agrees to pay the Prices for the Services and agrees that payments hereunder are due upon Customer's receipt of an invoice. Amounts due on invoices that are not paid within 30 days are subject to an interest charge equal to the lesser of 1.5% per month (18% per annum) or the maximum rate allowed by law.
- 3) Customer shall be responsible for any additional costs incurred as a result of packaging and disposal of additional items or quantities not listed on the original inventory.
- 4) All drummed waste materials are packaged in drums that meet current DOT/UN specifications and are in good condition suitable for transportation by highway. Repackaging or over packing of drums will result in additional costs for labor and Materials, payment for which is the responsibility of the Customer.
- 5) Safety-Kleen's employees or agents may refuse to package and ship any materials that are determined to contain pathological agents, biological wastes, PCB's, dioxins, radioactive wastes, explosives or that possess other hazards that make the waste unsafe for handling or shipping.
- 6) If Customer has a valid and current Universal Services Agreement or Master Services Agreement on file with Safety-Kleen, the terms and conditions of said Agreement shall control in the event there is any conflict with the terms and conditions of this price quotation.
- 7) Customer will submit a separate description ("Material Profile") for each waste material tendered or delivered by Customer to Safety-Kleen ("Waste"). Customer, upon request by Safety-Kleen, will submit with the Material Profile a sample of the Waste described in the Material Profile. Customer acknowledges and agrees that Safety-Kleen bases its testing, evaluation, collection, handling, and processing procedures on the description of the Waste contained in the Material Profile. If Customer is responsible for packaging and marking the Waste, the Waste will be described, coded, packaged and labeled in accordance with all applicable laws, will conform to the Waste Profile provided to Safety-Kleen and will be produced as described in the Waste Profile. Customer agrees not to mix the Waste with any other materials (including, without limitation, materials containing PCBs) or otherwise alter the characteristics of the Waste. Customer will inform Safety-Kleen of any process changes that may alter the characteristics of the Waste.
- 8) Provided the Waste Material is as described in the applicable Waste Description and the Waste Material is properly packaged, coded, marked and labeled, title, risk of loss and all other incidents of ownership with respect to the Waste Material will be transferred from Customer to Safety-Kleen at either (i) the time Safety-Kleen takes possession of, signs for, and removes the Waste Material from Customer's location or (ii) the time Customer's Waste Material is delivered to Safety-Kleen. Any marketable or usable material Safety-Kleen may recover from the Waste Material shall be the sole property of Safety-Kleen.
- 9) Waste Material will be considered nonconforming waste ("Nonconforming Waste") if it fails to conform to the applicable Waste Description or if any packaging and/or marking provided by Customer is not in accordance with applicable Laws and requirements provided in advance to Customer by Safety-Kleen. In the event Waste Material is determined to be Nonconforming Waste, Safety-Kleen may reject or revoke its acceptance of the Waste Material. The rejection or revocation of acceptance shall be effective immediately upon receipt of notice, verbal or written, by Customer or its agent. Customer and Safety-Kleen will have 7 days to seek an alternative manner of disposition of the Nonconforming Waste, unless it is necessary by reason of law, facility permit or facility operating procedure to move the Nonconforming Waste in less than 7 days. If Customer and Safety-Kleen cannot agree on an alternative manner of disposition within the relevant period, Safety-Kleen shall either return the Nonconforming Waste to Customer or unilaterally determine and arrange for an alternative, lawful manner of disposition. Customer shall pay Safety-Kleen its reasonable expenses and charges for Services provided in relation to such Nonconforming Waste, including analytical work, transportation, storage, repair, replacement, decontamination and cleaning of applicable equipment and Nonconforming Waste charges.
- 10) Safety-Kleen agrees to indemnify, hold harmless and defend Customer, its directors, officers, employees and agents from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable lawyers' fees, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions required by law, regulation or order, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law (collectively referred to as "Damages")), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Laws, to the extent that such Damages were caused by: (i) Safety-Kleen's breach of any term or provision of this Agreement; (ii) the failure of any representation or warranty of Safety-Kleen to be true, accurate and complete; or (iii) any negligent act or omission or willful misconduct of Safety-Kleen or its employees or agents.