

**Town of Andes
Regular Board Meeting
March 10, 2015 at 7:00PM
Andes Town Hall**

Present:

Supervisor Martin Donnelly	Councilman Thomas Joyce
Councilman Thomas Hall	Councilman Dale Cole
Councilman Wayland 'Bud' Gladstone	Town Clerk Kimberly Tosi
Deputy Highway Superintendent Bradley Darling	

Others:

Michael Passafiume	Tom Coddington-Walton Reporter
Margery Merzig-Keough Consulting	Cheryl Peterson

Call to Order:

The meeting was called to order at 7:02PM by Supervisor Donnelly.

Pledge:

The pledge of allegiance was led and recited by Councilman Joyce.

A moment of silence was held for Terry Kaufman

Privilege of the Floor:

N/A

Reports:

Highway Report 2/10/15 – 3/10/15

Equipment

2011 Dodge Ram 5500 – Changed air filter, Replaced Front hub assembly on driver's side, wheel seal and U-Joints on both sides of front axle. 26,000 miles

2011 Dodge Ram 2500 – Changed air filter. 64,000 miles

2009 International 6x6 – Greased, checked all fluids and lights. 39,500 miles

2004 International 7600 – Greased, checked all fluids and lights, replaced 1" black iron pipe for hydraulics to sander controls. 128,310 miles

2004 International 4x4 – Greased, checked all fluids and lights. Replaced front 4 wheel drive axle shaft and hub. Installed new left rear spring and U-bolts. 55,200 miles.

1999 International – Replaced rear spring, greased, checked fluids and lights 188,700 miles

1999 Oshkosh – Greased, checked all fluids and lights. Replaced driver's side axle shaft for 4 wheel drive. Had Front axle ring gears replaced by John's truck parts. 1484 hours.

1992 Oshkosh – Greased, checked all fluids and lights. Had Transfer case rebuilt by John’s truck parts. Installed new U-joints and filled transfer case with oil 4272 hours.

2005 John Deere Backhoe – Changed oil, fuel, air, transmission and hydraulic filters, greased and checked all fluids. Replaced top section of rear window and side window. 4405 hours.

2003 John Deere Loader – Greased, checked all fluids and lights. 7847 hours

1989 John Deere Grader – was sent out to Nortrax in December to have transmission and front end rebuilt and center pivot pin’s replaced along with lighting and hydraulic issues. It is nearing completion and will be done shortly. They ran into some big additional costs while fixing the grader. The total cost is \$45,220. Original estimate was \$25,309 but this was given without having anything apart on the machine and not knowing what they would find.

2015 Volvo Grader – Will arrive to us by mid-April.

As all are aware winter was relentless in February. I appreciate the taxpayers understanding and patience. We overcame many break downs and being down half our fleet to make sure the roads were open and maintained. I would like to thank the Highway crew for all their hard work.

Respectfully Submitted,
Brad Darling

Supervisor’s Report

- 1.) I received a letter on 1/28/2015 from the CWC in reference to their audit concerning our loan #104-01-01 taken out on 10/21/2005 for \$136,000 at 4% interest for 10 years, unpaid balance is \$54,399.97. They wanted to verify their figures- Karen agreed they are correct.
- 2.) On 1/30/2015 I received a letter from Delaware County Soils and Water in reference to our projects on Gulf Brook and Holiday Brook Road and Mr. Leo Brenna a land owner they need the agreement signed by his estate so they can proceed with the projects. I sent this to Marge and Dave on 2/4/2015.
- 3.) The Board of Elections wrote on 2/12/2015 to see if they could inspect the proposed new voting site at the WWTP. On 2/18/2015 I spoke to Joe and he said the foyer, the lawyer’s room, and the kitchen would be fine. We met with Judy Garrison and Bill Campbell and they felt the space was fine.
- 4.) On 2/12/2015 Supervisor Miller of Middletown wrote to Art Merrill and I about the land we have in the Catskill Park. She asked that we attend a meeting on 2/20/2015 to discuss a proposed resolution for funding from NYS. We did attend and I expressed concerns that Andes would have. How would the county be represented on this committee would our voice and vote be heard and felt? Who would own any land purchased? Would taxes be paid on it? Who would maintain it? (The DEC pays taxes on some of its land and not on other parcels) Could any land considered for purchase be leased instead? Do we really want another entity buying land in

Delaware County at this time we have the DEP, DEC, WAC and land trusts? Do we really want another one? I sent you all a copy of the proposal!

5.) On 2/17/2015 Luzon sent us another bill for services I checked with Karen and it had been paid on 2/23/2015. Robin at Luzon confirmed it was paid.

6.) On 2/24/2015 Shane Boice at the WWTP emailed Artie the gates were left open again for the 3rd or 4th time. Artie spoke to Forrest and told him from now on when Shane leaves he has to lock the gate, the WWTP cannot be left open.

7.) On 3/3/2015 the CWC full board ok'd our request for a \$192,578 with 2% fixed renewable loan up to 5 years to purchase the Grader. I will of course have to sign the contract.

8.) Delaware County Soils and Water wrote on 3/4/2015 requesting the final paperwork on the Master Plan for Ballantine Park. I have spoken to Brigeta Brophy on this.

9.) Delaware County Soils and Water wrote on 3/4/2015 to get our help to get a land owners signature on his estate.

10.) On Friday 3/6/3015 Tom Joyce, Kim and I opened the bids that we requested. They should be considered and awarded tonight.

11.) The flood commission will have its 1st full public meeting on 3/20/2015 at 7PM at Andes Central School.

*Thank you to the highway crew for the great job they did this winter!

****Please clean the storm drains near your home!**

***A local law establishing the Flood Commission was presented to the board. A public hearing will be held in April. The law proposes nine members. The Code Enforcement Officer and Highway Superintendent would be permanent members, so whoever holds the job will automatically be a member. Staggering terms should also be established.

Motions:

Motion to approve the February Minutes with the following corrections:

1.) the recommendation to have all positions be appointed instead of elected came from the NYS Association of Towns and not New York State.

2.) there was a unanimous decision to hold a public forum on the topic and a split decision to table the resolution to combine the Town Clerk and Tax Collector positions.

Made by Councilman Gladstone, Seconded by Councilman Joyce. All in favor, motion carried.

Motion to approve the February Supervisor's Financial Report, Town Clerk's Financial Report, Tax Collector's Financial Report, and Justice's Financial Report, made by Councilman Hall, Seconded by Councilman Joyce. All in favor, motion carried.

Motion to authorize Supervisor Donnelly to sign a contract with the CWC for the Grader loan, made by Councilman Hall, Seconded by Councilman Joyce. All in favor, motion carried.

Motion to advertise for the hauling of gravel, sand, cobbles, bank run sand, bank run gravel, and crusher run made by Councilman Gladstone, Seconded by Councilman Joyce. All in favor, motion carried.

Motion to hold a public hearing for a proposed local law titled “A local law to establish the Town of Andes Flood Commission”, on April 14th, 2015 at 6:45PM at the Andes Town Hall, made by Councilman Joyce, Seconded by Councilman Hall. All in favor, motion carried.

Motion to authorize Supervisor Donnelly to sign the contract with ZS Security for the installation and monitoring of the alarm system at the new court facility, made by Councilman Hall, Seconded by Councilman Joyce. All in favor motion carried.

An additional proposal from ZS Security was reviewed by the Board for a camera system. This will be discussed again in April after speaking with the company.

Resolutions:

Resolution #10 of 2015- 2015 Bids

Be it resolved that the Town Board of the Town of Andes hereby accepts the following bids:

- 3.) CRUSHED STONE- HAULING ONLY
#1, #1st, #1A's, #1B's
Price per ton delivered to Andes, NY
Bills go to P.O. Box 246
Carver- \$10.70/ton

- 4.) GRAVEL, SAND, COBBLES, BANK RUN SAND, BANK RUN GRAVEL & CRUSHER RUN F.O.B.
Price per yard
Bills go to P.O. Box 246
LaFever Sand and Gravel- All except Crusher Run
Carver Sand and Gravel- Crusher run

- 15.) DIESEL FUEL
Town Highway Garage-automatic delivery
Mirabito- Low Sulfur Diesel Fuel—firm \$2.5045/gal
Low Sulfur Kerosene for Winter Blend—firm \$2.7545/ gal

Proposed by: Councilman Hall
Seconded by: Councilman Joyce

Roll Call:
Councilman Joyce-----Aye
Councilman Hall-----Aye
Councilman Cole-----Aye

Councilman Gladstone---Aye
Supervisor Donnelly-----Aye

Motion to reject Bids #1, 2, and 8 and re-advertise, made by Councilman Hall, Seconded by Councilman Joyce. All in favor, motion carried.

Motion to re-advertise Bids #5, 6, and 7, no bids were received, made by Councilman Joyce, Seconded by Councilman Hall. Motion carried.

Motion to reject and re-advertise Bids #9, 10, 11, 12, 13, and 14 to include all hauling with a flat price, no hourly rates, made by Councilman Hall, Seconded by Councilman Joyce. All in favor, motion carried.

Committees:

Pool- Councilman Joyce reported that the flyers for lifeguards are up. Rachel and Jackie are both actively looking for lifeguards. The advertisement will be in the paper. The shut-off valve will be installed and the chlorine system will be installed as soon as the weather is better. The company that installed the pool has still not gotten back to us with any dates to come out and fix the few issues which need to be addressed before the warranty expires. Councilman Joyce will again be contacting them. Councilman Gladstone inquired what the minimum age is for a lifeguard. It is 15 years old.

New Construction- Supervisor Donnelly reported that the contractor will be back next week to continue working.

Flood Commission- Councilman Gladstone reported that the Flood Commission held its first meeting on March 4th to prepare for the public forum. The first public forum for the Andes Flood Commission will be held on March 20, 2015 at 7:00PM in the Andes Central School Gym.

Approval of Bills:

Motion to approve General Warrants #60-93 totaling \$40,781.20

Highway Warrants #34-56 totaling \$53,462.38

WWTP Warrants #21-34 totaling \$38,866.96

Water Warrants #13-17 totaling \$2,994.47, made by Councilman Gladstone, Seconded by Councilman Hall. All in favor, motion carried.

Districts:

Water-

Motion to authorize Supervisor Donnelly to sign the 2015 contract with Delaware Operations for the Water Department, made by Councilman Gladstone, Seconded by Councilman Joyce. All in favor, motion carried.

Sewer-

Motion to approve Delaware Operations request for the PM agreement with Cummins Northeast, LLC. to service the generator (two visits per year) at a cost of \$1889.77, made by Councilman Joyce, Seconded by Councilman Hall. All in favor, motion carried.

Motion to approve Delaware Operations request for Cummins Northeast to perform a yearly load bank test on generator at a cost of \$1513.75, made by Councilman Joyce, Seconded by Councilman Cole. All in favor, motion carried.

Adjourn-

Motion to adjourn the meeting, made by Councilman Hall, Seconded by Councilman Joyce. All in favor, motion carried. 8:24PM.

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
March 10, 2015**

1. Water System

- Daily usage of treated water from the water system averaged 36,445 gallons per day for the month of February 2015.

2. Plant Purchases

3. O&M

4. Equipment

5. Distribution System

6. Library Well

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**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY DELAWARE OPERATIONS
March 10, 2015**

1. WWTP Plant

- Plant effluent flow averaged 42,999 gallons per day for the month February 2015.

2. SPDES Compliance/NYSDEC, NYCDEP

- The plant discharges of treated effluent to the Tremper Kill Brook; permit compliance for February 2015 met all parameters.

3. Collection System

- High Street is being maintained as required.

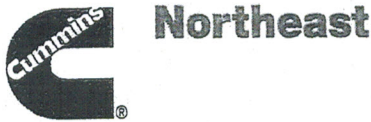
4. Plant Purchases.

5. Plant O&M

- Delaware Operation requests the approval of the PM agreement with Cummins Northeast, LLC to service the generator (two visits per year) at a cost of \$1,889.77.
- Delaware Operations requests the approval for Cummins Northeast to perform a yearly load bank test on generator at a cost \$1,513.75.

6. Plant Equipment.

7. Gladstone Hollow Septic System



**PLANNED MAINTENANCE AGREEMENT
DIESEL/GAS/GASO CRITICAL SUPPORT EQUIPMENT**

This maintenance agreement is entered into by Cummins Northeast, LLC., and the equipment owner named for the purpose of maintaining the emergency standby generating set(s) and/or associated equipment as listed below in the best possible operating condition. This will minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimal cost.

Upon acceptance of this agreement, Cummins Northeast, LLC will render service on this equipment. It will be inspected **Annually** during regular business hours each year while this agreement is in effect. These inspections are tentatively scheduled for **December (1 hour Load Bank Test)** and will include the items listed on the enclosed inspection check lists (these may vary in detail depending on your exact equipment specification).

It is the purpose of this inspection to repair and put the equipment back into good running condition if it requires such. For this purpose, any parts required, not specifically mentioned above, and any additional travel time and/or labor to install these parts will be charged to the generating set owner at PM agreement holder's discounted rates. The charge for this service will be as follows: **NOTE: This visit is to be done during the next inspection visit due on the generator.**

<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>	<u>Annual Rate</u>
Onan	DFGB	J030558152	Andes	\$ 1,513.75

Demand service between regular inspections will be provided during regular business hours at PM agreement holder's discounted rates for parts and labor plus the established traveling charges from the shop to the location of the generating set. It is understood that this agreement does not include any parts, labor, or traveling expenses other than those specifically mentioned above. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering of the equipment.

Cummins Northeast, LLC. shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockouts, fire, explosion, theft, acts of God, riots, civil commotion, malicious mischief, or by any cause beyond its reasonable control. Whether or not the same herein specified, and in any event, it shall not be liable for consequential damages, no work, service, or liability on the part of Cummins Northeast, LLC., other than that mentioned specifically herein is included or intended. This agreement becomes effective upon signature.

Upon credit approval, the agreement will be invoiced to be due within thirty (30) days. This agreement is not assignable without the consent of Cummins Northeast, LLC. The agreement is to run from **March 1, 2015** until **February 28, 2016**.

Signed: **Town of Andes** Our Ref: **2251**


By.....

Authorized Signature
Address: **PO Box 85, Andes, NY 13731**

P.O. # (if needed).....

Date.....

CUMMINS NORTHEAST, LLC.

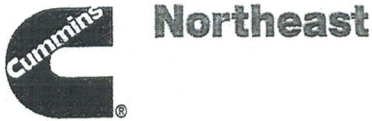

.....
Bonnie More
PM Sales

Date.....**February 20, 2015**.....

Bonnie More
PM Administration

Cummins Northeast, LLC
6193 Eastern Ave
Syracuse, NY 13211

Phone 315-410-7513
Fax 315-437-8141
www.cumminsnortheast.com
Bonnie.L.More@cummins.com



**PLANNED MAINTENANCE AGREEMENT
DIESEL/GAS/GASO CRITICAL SUPPORT EQUIPMENT**

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Upon acceptance of this agreement, Cummins Northeast, LLC will render service on this equipment. It will be inspected **Semi-Annually** during regular business hours each year while this agreement is in effect. These inspections are tentatively scheduled for **June (Full Service) and December (Inspection)** and will include the items listed on the enclosed inspection check lists (these may vary in detail depending on your exact equipment specification).

It is the purpose of this inspection to repair and put the equipment back into good running condition if it requires such. For this purpose, any parts required, not specifically mentioned above, and any additional travel time and/or labor to install these parts will be charged to the generating set owner at PM agreement holder's discounted rates. The charge for this service will be as follows:

<u>Manufacturer</u>	<u>Model No.</u>	<u>Serial No.</u>	<u>Location</u>	<u>Annual Rate</u>
Onan	DFGB	J030558152	Andes	\$ 1,889.77

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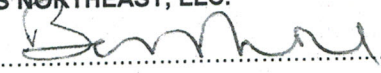
Signed: **Town of Andes** Our Ref: **2251**

By.....

Authorized Signature
Address: **PO Box 85, Andes, NY 13731**

P.O. # (if needed).....

Date.....

CUMMINS NORTHEAST, LLC.

.....
Bonnie More
PM Sales

Date.....February 20, 2015.....

Bonnie More
PM Administration

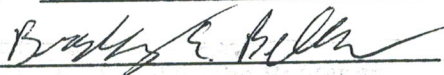
Cummins Northeast, LLC
6193 Eastern Ave
Syracuse, NY 13211

Phone 315-410-7513
Fax 315-437-8141
www.cumminsnortheast.com
Bonnie.L.More@cummins.com

Bid #3 Crushed Stone-Hauling Only

Location	Price
Carver Sand & Gravel Rte 30 Schoharie	\$10.70 per ton

Submitted By: Carver Sand & Gravel LLC

Signature: 

Date: March 4, 2015

COBLESKILL STONE PRODUCTS, INC.

112 Rock Road., P.O. Box 220

Cobleskill, NY 12043

(518) 234-0221

FAX #(518) 234-0226

March 5,2015

To:Town of Andes

Attn:Michael McAdams

Re: #3 Crushed Stone Hauling Only

Cobleskill Stone Products,Inc.proposes to delivery stone to the Town of,Andes town barn,
for \$10.75 per ton from Cobleskill Stone Products,Inc. Howes Cave or Schoharie plant.

Comments:

The prices quoted above are per ton ,and are good for one year from bid date.

Thank you for considering Cobleskill Stone Products,Inc.for this bid.

Sincerely,
Cobleskill Stone Products,Inc.



Shane J. Strong (Vice President of Sales)

Lafever Sand + Gravel

Bid #4 Gravel, Sand, Cobbles, Bank Run Sand, Bank Run Gravel,
Crusher Run & Heavy Rock- FOB

Location:

Material	Price Per Yard
Bank Run Gravel	\$4.00
2" Screened Gravel	\$6.70
3/8" Screened Sand	\$6.99
3/4" Crushed Gravel	\$10.25
2"-6" Cobbles	\$5.75
2" Round Stone	\$8.80
2" Crushed Stone	\$13.00
Bank Run Sand	\$4.25
Crusher Run	

Bid #4 Gravel, Sand, Cobbles, Bank Run Sand, Bank Run Gravel,
Crusher Run & Heavy Rock- FOB

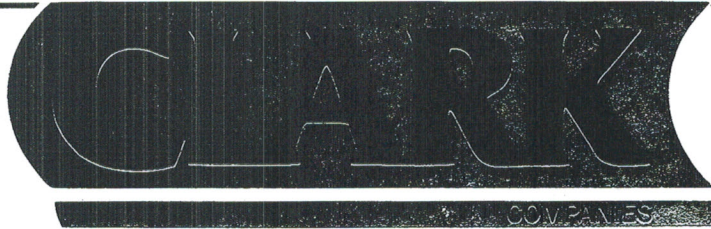
Location: Route 30 Schoharie, NY

Material	Price Per Yard
Bank Run Gravel	
2" Screened Gravel	
3/8" Screened Sand	
3/4" Crushed Gravel	
2"-6" Cobbles	
2" Round Stone	
2" Crushed Stone	
Bank Run Sand	
Crusher Run	\$10.88 per CY (\$7.25 per ton)

Submitted By: Carver Sand & Gravel LLC

Signature: 

Date: March 4, 2015



BURTON F. CLARK, INC.
 CLARK MANAGEMENT GROUP
 CLARK STONE PRODUCTS, INC.

February 5, 2015

Andes Town Clerk
 115 Delaware Avenue
 P.O. Box 125
 Andes, NY 13731

RE: Bid for Item # 4, Gravel FOB
 March 6, 2015

Please consider Clark Companies' bid for gravel from the following sources, FOB per cubic yard.

<u>Source</u>	<u>Material</u>	<u>FOB Price/cy</u>
Ploutz Pit Route 10 Hamden	Bank Run	\$ 4.40
	2" Screened Gravel (Item 4)	7.60
	1 1/2" Crushed Gravel	11.00
	3/4" Crushed Gravel	11.00
	#2 Crushed Stone	14.65
	Cobbles	6.65
Rowmar Pit Co. Route 18 Bloomville	Bank Run	\$ 4.40
	2" Screened Gravel (Item 4)	7.60
	1 1/2" Crushed Gravel	11.00
	3/4" Crushed Gravel	11.00
	#2 Crushed Stone	14.65
	Cobbles	6.65
	Grit (washed sand)	13.90
Screened sand	8.30	
Hymers Pit Elk Creek Road Delhi	1" Crushed Gravel (Item 4)	\$ 11.00

Respectfully submitted:

Peter E. Gulliph
 CLARK COMPANIES

CLARK COMPANIES
 41155 STATE HWY. 10
 P.O. BOX 427
 DELHI, NY 13753

An Affirmative Action/Equal Opportunity Employer

PHONE: (607) 746-2727
 FAX: (607) 746-3107
 E-MAIL: info@clarkcompanies.com
 WEBSITE: www.clarkcompanies.com



THE METROCENTER
49 COURT STREET, PO Box 5306
BINGHAMTON, NEW YORK 13902
PHONE 607.352.2800
FAX: 607.584.5134

March 5, 2015

Andes Town Clerk
115 Delaware Ave.
P.O. Box 125
Andes, NY 13731

Re: Item 15 Diesel Fuel

Dear Board Members:

Mirabito Energy Products proposes the following for the item 15, Diesel Fuel bid:

PRODUCT	POSTING	FIRM DIFFERENTIAL	FLUCTUATING BID PRICE AS OF 2/27/2015	FIRM BID PRICE
Low Sulfur Diesel Fuel (ULSD 15ppm)	Valero Rack Albany, NY 2/27/2015 \$ 2.2475/gal.	+ .3664/gal.	\$ 2.6139/gal.	\$ 2.5045/gal.
Low Sulfur Kerosene for Winter Blend (ULSD/ULSK 15ppm)	Apex Oil Rack Albany, NY 2/27/2015 \$ 2.7000/gal.	+ .3664/gal.	\$ 3.0664/gal.	\$ 2.7545/gal.

Term of Contract: 5/11/2015 – 11/10/2015 (6 months as specified)

Firm Bid Price option must be accepted by written notification to Mirabito Energy Products by March 12, 2015 by 12:00 noon to Jason Mirabito via e-mail to e-mail address Jason.mirabito@mirabito.com or Joe D'Esti via e-mail to e-mail address Joseph.DEsti@mirabito.com. You may also fax the notification to (607)584-5136. Acceptance of the firm pricing option after the aforementioned date and time will be at the sole discretion of Mirabito Energy Products.

Thank you for giving the Mirabito Energy Products the opportunity to serve your energy needs. Feel free to contact us should you have any questions or need any additional information.

Sincerely,

Matthew J. Meehan,
V.P., Home Comfort Division

Joe D'Esti
Pricing and Supply Administrator