

**Town of Andes  
Organizational Meeting  
January 2, 2018 2:00PM  
Andes Town Hall**

**Present:**

Councilman Ritchie Gabriel	Councilman Dale Cole
Councilman Shayne Moshier	Councilman Thomas Hall-Absent and Excused
Supervisor Wayland 'Bud' Gladstone	Town Clerk Kimberly Tosi
Highway Superintendent John Bouton	

**Others:**

Sharon Drew	Frank Winkler	Fred Cubero
Jason Mondore		

**Call to Order:**

The meeting was called to order by Supervisor Gladstone at 2:02PM.

**Pledge:**

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

**Motions:**

Motion to appoint Wayland 'Bud' Gladstone Chairman of the Board, made by Councilman Moshier, Seconded by Councilman Cole. All in favor, Councilman Hall-absent and excused, motion carried.

Motion to authorize Highway Superintendent Bouton to delay appointing a Deputy until the February Board Meeting, made by Councilman Gabriel, Seconded by Councilman Moshier. All in favor, Councilman Hall-absent and excused, motion carried.

**Resolutions:**

Resolution #1 of 2018 Organizational Resolution

#1 Town of Andes Planning Board Member  
JoAnn Callahan be re-appointed to the Town of Andes Planning Board  
Term Expires: December 31, 2023

Arthur Reed be re-appointed to the Town of Andes Planning Board  
Term Expires: December 31, 2023

#2 Town of Andes ZBA Board Member

Skip Parcell be re-appointed to the Town of Andes Zoning Board of Appeals Member

Term Expires: December 31, 2022

#3 Pool Director

Rachel Andrews be re-appointed Director of the Andes Pool

Term Expires: December 31, 2018

#4 Health Officer

Dr. Michael Freeman be re-appointed Health Officer for the Town of Andes

Term Expires: December 31, 2019

#5 Deputy Supervisor

Shayne Moshier be appointed Deputy Supervisor

Term Expires: 12/31/2019

#6 Town Attorney

David Merzig be re-appointed Attorney for the Town of Andes

Term Expires: 12/31/2019

#7 Building Inspector/Code Enforcement Officer/Fire Inspector

Arthur Short be re-appointed Building Inspector/Code Enforcement Officer/Fire Inspector

Term Expires: 06/30/2018

#8 Town of Andes Monthly Meetings for the Town Board

Monthly meetings of the Andes Town Board will be held on the second Tuesday of each month at the Town Hall unless otherwise posted. In December, January, February, and March meeting will begin at 2:00PM. The remainder of the year the meetings will begin at 7:00PM

#9 Monthly Meetings for the Town of Andes Planning Board

Monthly meetings for the Town of Andes Planning Board will be held on the second Monday of each month at 7:30PM at the Town Hall.

#10 Monthly Meetings for the Town of Andes Zoning Board of Appeals

Monthly meetings for the Town of Andes Zoning Board of Appeals will be held on the fourth Monday of the month when needed at 7:00PM at the Town Hall.

#11 Depositories of Funds

Wayne Bank-Andes, NBT- Norwich, National Bank of Delhi are appointed as Town of Andes depositories of funds

#12 Authorization to Pay Vouchers in Advance of Audit

Town of Andes Supervisor Wayland 'Bud' Gladstone be authorized to pay in advance of audit, utilities, election and primary, postal, insurance and retirement and any other bills deemed to be a savings to the Town

#13 Mileage Reimbursement

Mileage Reimbursement for the Town of Andes is \$0.55 per mile

#14 Procurement Policy/Investment Policy/Standards for Officer and Employees Policy/ Drug and Alcohol Testing Policy/Highway Policy/ADA Compliance Policy and Workplace Violence Protection Policy

The above named policies are in effect and on file in the Town Clerk's Office

#15 Annual Accounting

Annual Accounting for the Town of Andes Supervisor, Justices, Tax Collector, and Town Clerk will take place at the Town Hall on February 13<sup>th</sup>, 2018 immediately following the board meeting.

#16 Official Newspaper

The Reporter will be the official newspaper for the Town of Andes

#17 Transfer Station/Town Hall/Justice Court Committee

Councilman Moshier, Councilman Hall, and Councilman Cole

#18 Highway Committee

Supervisor Gladstone-Co-chair, Councilman Moshier-Co-chair, Councilman Gabriel

#19 Pool Committee

Councilman Gabriel-Chairman, Councilman Cole, Supervisor Gladstone

#20 Construction Committee (including cell towers)

Supervisor Gladstone and Councilman Moshier

#21 Economic Development Committee

Councilman Hall, Councilman Moshier, Supervisor Gladstone

#22 Flood Commission

Councilman Moshier-Chairman and Supervisor Gladstone-member

#23 Recreational Committee

Supervisor Gladstone, Councilman Moshier, Councilman Hall

#24 Petty Cash

Petty Cash is as follows: Justice \$50, Town Clerk \$15, Tax Collector \$25 Carried Forward

#25 District Meetings

All Town of Andes District Meetings will take place directly after the monthly town board meetings until further notice.

#26 Delegate to Association of Towns Meetings

Any Town of Andes elected official is authorized to attend any Association of Towns meetings

#27 Salaries and Wages

Are as per the 2018 budget

Resolution #1 of 2018

Be it resolved by the Town Board of Andes that Organizational Resolutions #1-27 are hereby approved.

Proposed by: Councilman Gabriel

Seconded by: Councilman Moshier

Roll Call:

Councilman Gabriel-----Aye

Councilman Cole-----Aye

Councilman Hall-----Absent & Excused

Councilman Moshier---Aye

Supervisor Gladstone---Aye

*Emergency Management Coordinator~held off until February to search for an interested party.*

**Town of Andes**  
**Regular Monthly Meeting**  
**January 2, 2018 at 2:00PM**  
**Andes Town Hall**

**Call to Order:**

The meeting was called to order at 2:11PM by Supervisor Gladstone.

**Privilege of the Floor:**

Fred Cubero spoke regarding concerns over the proposed local law that will be reviewed by the Town Board and discussed at the February Board Meeting. Mr. Cubero was told that a public hearing will be held in February and he could voice his concerns at that time.

**Reports:**

Building Inspector's Report

Total Permits for 2017----83  
Homes Built----5  
Stick Built----4  
Modular----1  
Garages and Pole Buildings----13  
Renovations over 1000 sq ft----10

Total Permits for 2016----77  
Homes Built----4  
Stick Built----3  
Modular----1  
Garages and Pole Barns----13  
Renovations over 1000 sq ft----13

Supervisor's Report

\*I received a letter of resignation from Ritchie Gabriel from the Board of Assessment Review.

Highway

\*Having major problems with the furnace, it keeps quitting. Someone from Oneonta is coming to look at it. Councilman Gabriel suggested that the highway department should enter into a service contract with a company to service the furnace every year.

\*There was a problem with one of the garage bay doors, it was stuck open. Action Doors of Oneonta was able to fix the issue. Councilman Gabriel suggested that we also enter into a service contract with them to service the doors every year.

\*In the process of accessing the fuel system.

\*Some of the employees have not received their new insurance cards.

\*One of the trucks, has been down 8 weeks. It is at Ben Funks being fixed, not sure what it will cost yet.

\*Highway Superintendent Bouton asked if the employees could have a day off. They usually are given a half day on both Christmas Eve and New Year's Eve, but due to the weather they had to work. Board granted the motion.

#### Dog Control Officer

\*Jason Mondore reported that there are a lot of unlicensed dogs in the hamlet. He asked if the Town could provide him with some type of identification as dog control officer, to allow residents to know that he is in fact employed by the Town.

#### **Committees:**

\*The Highway Committee will have regularly scheduled meetings at 8am on the last Monday of every month at the highway garage.

#### **Motions:**

Motion to hold the public hearing for the proposed local law, "A local law to Establish the Residency Requirements for the Appointed Office of Deputy Highway Superintendent for the Town of Andes" on February 13<sup>th</sup>, 2018 at 1:45PM, made by Councilman Gabriel, Seconded by Councilman Cole. All in favor, Councilman Hall-absent and excused, motion carried.

Motion to hold the public hearing for the proposed local law, "A local law relating to the establishment of landmarks and historic districts in the Town of Andes" on February 13<sup>th</sup>, 2018 at 1:45PM, made by Councilman Moshier, Seconded by Councilman Gabriel. All in favor, Councilman Hall, absent and excused, motion carried.

Motion to authorize one day off for the Highway Employees, to make up for the two half days usually given on Christmas Eve and New Year's Eve, to be utilized at the discretion of Highway Superintendent Bouton, made by Supervisor Gladstone, Seconded by Councilman Moshier. All in favor, Councilman Hall-absent and excused, motion carried.

#### **Resolutions:**

Resolution 2 of 2018 Wayne Bank Accounts

Be it resolved, that the Town Board of the Town of Andes hereby authorizes Supervisor Wayland 'Bud' Gladstone and Councilman Shayne Moshier to be the signors on all applicable Town of Andes accounts. Councilman Moshier will be replacing Councilman Thomas Joyce.

Be it further resolved, that the Town Board also authorizes Town Clerk Kimberly Tosi, to have access to all Town of Andes accounts for information and the daily needs of the Town.

Proposed by: Councilman Moshier

Seconded by: Councilman Cole

Roll Call:

Councilman Gabriel-----Aye

Councilman Cole-----Aye  
Councilman Hall-----Absent and Excused  
Councilman Moshier-----Aye  
Supervisor Gladstone----Aye

**Approval of Bills:**

Motion to approve Encumbered General Warrants #347-358 totaling \$2,299.71  
    Encumbered Highway Warrants #295 totaling \$7,394.45  
    Encumbered WWTP Warrants #167-168 totaling \$9,703.63  
    Encumbered Water Warrants #97 totaling \$25.00, made by Councilman Cole,  
Seconded by Councilman Gabriel. All in favor, Councilman Hall, absent and excused, motion carried.

**Districts:**

    Water-  
Resolution 3 of 2018 Water System Operating Contract

Be it resolved, by the Town Board of the Town of Andes to hereby authorize Supervisor Gladstone to enter into the 2018-2019 Water System Operating Contract with Cedarwood Environmental Services.

Proposed by: Councilman Moshier  
Seconded by: Councilman Gabriel

Roll Call:  
Councilman Gabriel-----Aye  
Councilman Cole-----Aye  
Councilman Hall-----Absent & Excused  
Councilman Moshier---Aye  
Supervisor Gladstone---Aye

    Sewer-

**Public Comments/Questions:**

N/A

**Adjourn:**

Motion to adjourn the meeting, made by Councilman Moshier, Seconded by Councilman Gabriel. All in favor, Councilman Hall, absent and excused, 2:46PM



**AGREEMENT**

**BETWEEN THE TOWN OF ANDES, NEW YORK**

**AND CEDARWOOD ENVIRONMENTAL SERVICES  
(DELAWARE OPERATIONS INC.)**

**FOR SERVICES AS A CONTRACT WATER TREATMENT PLANT**

**OPERATOR**

**THIS AGREEMENT** made the 19th day of December, 2017 by and between the TOWN OF ANDES, NEW YORK, located at the Town Hall, Andes, New York 13737, (herein referred to as the Owner), and Cedarwood Environmental Services, having a place of business at 8-12 Dietz Street, Suite 302, Oneonta, New York 13820, (herein referred to as the Operator).

**WITNESSETH:**

**WHEREAS**, the Owner is desirous to contract for the operation of their Water Treatment Plant, and to maintain professional administration of the same facility for a period of Two (2) years,

**AND WHEREAS**, the Owner is desirous of entering into an agreement for the purchase of services for Operator and engineer to complete the agreed upon tasks as they relate to the operation of the Andes Water Treatment Plant for a period of Two (2) years,

**AND WHEREAS**, the Operator has submitted a proposal to the Owner for contract operation, for engineering support services, supervision, and general administration, the Owner now desires to enter into an agreement.

**THEREFORE**, the Town and Operator do mutually agree as follows:

(1) The Operator shall provide the following services to the Town, subject to modification at any time by the Town:

- a. Daily inspection of the Water Plant and all required daily testing.
- b. Routine sampling required by the NYS Department of Health.
- c. Filing of monthly reports to the NYS Department of Health.
- d. Handle any inspections by the NYS Department of Health.
- e. Write any needed correspondence, pertaining to daily operation, to the NYS Department of Health and explain any correspondence received.
- f. Annual flushing of hydrants on the system.
- g. Operation of Well when needed.
- h. Monthly cleaning of chlorination equipment.
- i. Technicians Services - \$65 per hour\*.





Technicians would be available to help in repairs to the system, gather information needed for mapping of the water system, location of valves and lines, development of preventative maintenance programs, corrosion control development and implementation, installation of metering equipment, and other work outside the scope of daily operations.

- j. The Operator will receive prior approval from the Owner for any operational expense that exceeds \$500 unless required in an emergency situation. In an emergency situation, the Operator shall notify the Owner as soon as possible of the circumstances of the emergency.
- k. Engineering Services - \$120 per hour.  
These services would include submittals to the NYS Department of Health that require the stamp of a licensed Professional Engineer.
- l. Should the Operator be required to provide services beyond the above-mentioned services those services shall be provided only with prior authorization from the Owner and shall be billed at the following rates:

Engineering (not related to Operations)	\$120.00 per hour
Corporate Management	\$100.00 per hour
Operations	\$85.00 per hour
Mechanic	\$75.00 per hour*
Laborer	\$65.00 per hour*

*\*If work is completed under the New York State Prevailing Wage Law, the hourly rate will be the current prevailing wage schedule for the locality where the work is performed.*

(2) The Town agrees to provide the following in conjunction with operation of the water system:

- |                       |                                   |
|-----------------------|-----------------------------------|
| SNOW REMOVAL          | LAWN CARE                         |
| ALL EXCAVATION WORK   | CHEMICALS                         |
| MATERIAL AND SUPPLIES | ANY PERMIT FEE(S)                 |
| PLANT INSURANCE       | CAPITAL IMPROVEMENTS              |
| UTILITIES             | SPECIALIZED MAINTENANCE CONTRACTS |
| LABORATORY COSTS      | LAB SUPPLIES                      |

(3) The Town shall pay to the Operator, for the above-described services, a monthly sum of: for contract year 2018 - One Thousand one hundred and Thirty-five dollars (\$1,135.00) and for contract year 2019 - One Thousand one Hundred and Sixty-seven dollars (\$1,167.00) for year two of this contract.

BILLING FOR PERSONNEL SERVICES WILL BE DONE ON A MONTHLY BASIS AT THE ABOVE RATES.



CONTRACT DURATION TO RUN FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2019. PAYMENTS ARE DUE TO THE OPERATOR WITHIN THIRTY (30) DAYS OF INVOICE DATE.

**(4) TERMINATION:**

- a. This agreement may be terminated in whole or in part in writing by the Owner and/or Operator for its convenience, provided that the other party is given (1) not less than sixty (60) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. If this agreement is terminated by the Owner based upon the improper actions of the Operator, an equitable adjustment in the price provided for compensation in this agreement shall be made for work actually performed hereunder, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Operator at the time of termination may be adjusted to cover any additional costs to the recipient because of the Operator's default.
- c. If this agreement is terminated by the Operator based upon the improper actions of the Owner, any equitable adjustment shall include a reasonable profit for services or other work performed to date. The equitable adjustment for such a termination shall provide for payment to the Operator for services rendered and expenses incurred prior to the termination.
- d. Upon Notice of Termination by either Owner or the Operator, the Operator shall be obliged to continue to operate the Treatment Facility for a period not to exceed two (2) months from the date of the Notice if so desired by the Owner. During this period, the Operator shall work with an Owner's designated representative, contractor, and/or employee to familiarize them with the treatment processes. During this period, the Operator shall oversee the operation of the Facility, with Owner's designated representative, contractor, and/or employee in a trainee position. The Operator will remain responsible for the efficient operation of the processes. The Operator will not be responsible for any unauthorized changes in the treatment processes by Owner's designated representative, contractor, and/or employee.

- (5) REMEDIES.** Except as may be otherwise provided in this Agreement, claims, counter-claims, disputes, and other matters in question between Owner and the Operator arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Owner is located. The parties agree that Delaware County will be the proper venue for any such litigation or arbitration.

- (6) **INSURANCE.** The Operator shall obtain and maintain during the life of this contract, at this own expense, such Worker's Compensation, Public Liability and Professional Liability insurance as will adequately protect the Operator from claims which may arise or result from the Operator's performance or by anyone employed by him. Upon request from the Owner, the Operator shall provide a Certificate of Insurance attesting to the requisite coverage and limits.
- (7) The Owner agrees to indemnify and hold harmless the Operator, its officers, employees, or agents, for any liability for damages or claims for personal injury including death, property damage caused by blockage, ruptures, effluent discharges, release or escape of materials to air, land, or water, which are beyond control of or were not caused by the sole negligence of the Operator, its officers, employees, or agents.
- (8) The Operator acknowledges that it is an independent contractor and not Owner's employee in connection with the work undertaken by the Operator in the Agreement. The Operator alone is responsible for any loss or damage caused by its subcontractors, agents, or employees, and will fully defend, indemnify, protect, and save harmless Owner against any and all loss, damage, expense, penalties and/or fines resulting from any and all claims and liabilities arising from the operation of the wastewater treatment facility by the Operator and its subcontractors, agents, or employees, during the performance of this Agreement or any Agreement between Owner and the Operator for extra work. The Operator will accept no financial liability including fine and/or penalties resulting from Owner's failure to approve requested work.

**IN WITNESS WHEREOF**, the Owner and the Operator have hereto set their hands the day and year first above mentioned.

**TOWN OF ANDES, NEW YORK**

By: 

Wayland Gladstone  
Supervisor

Attest: 

**DELAWARE OPERATIONS, INC.**

By: 

Thomas Suozzo  
President

Attest: 