

**Town of Andes
Regular Meeting
February 19th, 2019 6:00PM
Andes Town Hall**

Present:

Supervisor Wayland 'Bud' Gladstone
Councilman Ritchie Gabriel
Councilman Thomas Hall-Absent & Excused
Highway Superintendent John Bouton

Councilman Shayne Moshier
Councilman Dale Cole
Town Clerk Kimberly Tosi

Others:

Sharon Drew
Dustin Soules
Judy Garrison

Justin Soules
Buffy Calvert-Andes Gazette
Robert Abbate

Call to Order:

The meeting was called to order at 6:00PM by Supervisor Gladstone.

Pledge:

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

Minutes:

Motion to approve the December 2018 Regular Monthly Meeting Minutes and January 2019 Organizational and Regular Monthly Minutes, made by Councilman Moshier, Seconded by Councilman Gabriel. All in favor, Councilman Hall-Absent & Excused. Motion carried.

Privilege of the Floor:

*Peg Ellsworth of the MARK Project was not able to attend, she will be at the March meeting and the Town will go into contract for the Main Street Revitalization Grant.

*Justin Soules spoke regarding the conditions of Weaver Hollow Road and all town roads in general. He feels that more sand should be used to keep the roads safer. Highway Superintendent Bouton stated he would check on Weaver Hollow during the next storm to ensure the driver is plowing and sanding the road as it should be.

Reports:

Supervisor's Report

- January 25th—I met with Highway Superintendent Bouton at Crescent Hill Road to discuss concerns of a resident concerning snow plowing of the road.
- January 25th—I attended a meeting at the Library regarding their expansion project. I also met with Tom Suazzo regarding options for the Water District's Well.

- January 29th—I met with Marge Merzig to get an update on the status of the current open grants, specifically the Well grant funding.
- January 30th—I spoke with a representative from an EV charging station installation company about the installation of one at the Library. This is part of the Transitions Catskills which is a \$5,000 grant to help the Town be more energy efficient. There are four parts of the grant. We have completed two of the four high impact actions. The Code Enforcement Officer, needs to attend a seminar and the EV charging station will complete the four necessary actions. This would designate Andes as a “Clean Energy Community”.
- February 5th—I attended a meeting with Peg Ellsworth and her staff from the MARK Project for the purpose of bringing the businesses up to date with the Main Street Project process.
- February 5th—I attended a Fire Department/Emergency Services meeting regarding lack of communication to the Fire Departments over the progress of the tower project and concerns over radio being used by different departments.
- NYC DEP contract agreement—There have been many concerns regarding the contract the Andes Sewer District has in place with NYC DEP and what will happen when it expires. I reached out to Deputy Commissioner Dave Warne to see what is set to happen when the contract does run out. His response was that the contract has a term of 30 years and that negotiations to renew will begin three years before its expiration with another 30 year term. The contract has currently been in place for 15 years.
- An open house will be held at the Courthouse in May to recognize the many years of service for Justice Grieco. Further information will follow in the coming months

~Respectfully

Bud Gladstone, Supervisor

Highway Report

(attached)

*Supervisor Gladstone asked if there was an estimate for the 2018 Flooding damages yet from FEMA. Bouton stated that they are still writing up the projects, so the figure is not available yet.

*Councilman Gabriel asked about a complaint he received from Jason Mondore regarding the conditions of Fall Clove Road. Bouton stated that on the day of the complaint, he had to send the 5500 to plow and sand the road because the regular truck was broken down. A larger truck was sent later to complete the road.

*Discussion took place over the purchase of a 5500 sized truck. The highway committee will review this with Bouton at their next meeting.

Building Inspector

- ▶ 4 Building Permits—One new home
- ▶ 1 Demo Permit—Existing home
- ▶ 2 Violations
- ▶ 6 Inspections

▶ 1 C/O Search

~Respectfully

Artie Short, Building Inspector/CEO

Committees:

****Town Hall- Parking**—Town Clerk Tosi raised concerns over the parking situation at the Town Hall. Currently, when school is in session there is no parking except on the shoulder of State Highway 28, which often times in winter months is full of snow and also not accessible.

Permission was requested to do research into the viability of making the front yard at the Town Hall into parking spaces. This will be researched and discussed as a future project.

****Highway-Driveway/Access Permits**—Highway Superintendent Bouton was contacted by a contractor regarding the necessity of a driveway installation permit for new driveways off of Town roads. At the current time the Town does not require a permit and to move forward with one, would have to pass a local law. This was referred to the Town Attorney who did not feel it was necessary. At this time the town will not be moving forward with this.

****911 Addresses Displayed**—It has been brought to the attention of the Building Inspector/CEO that there are many homes in Town, but mainly in the Hamlet, that are not displaying their 911 numbers on their homes. It is important that these numbers are displayed so that the fire department and EMS can find your home easily in an emergency.

****Historic Preservation Guidelines Update**—Kristin Janke Scheinder of the Delaware County Planning Board has completed the Historic Preservation Guidelines. She is researching what the board will have to do to implement them. This discussion will take place in the months to come, with public input being sought prior to their passing.

****Building Department Truck**—The brakes have to be replaced on the Building Dept truck for the third year in a row. A request was made to Highway Superintendent Bouton to allow the truck to be parked in the old highway garage for the winter. Discussion also took place regarding parking the truck in the regular highway garage and suggested that the highway employees could use it to run for parts, etc. so that it doesn't sit and further deteriorate. Bouton did not have any issue with the truck being parked in either building. Further discussion will take place with the Building Department to determine the best action to take.

Motions:

Motion to authorize Highway Superintendent Bouton to advertise for the 2019 Material, Mowing, and Rental bids. Bids will be due on March 8th, 2019 at 9:00AM. Bids will be opened on March 8th, 2019 at 10:00AM. Bids will be awarded at the March Regular Monthly Meeting on March 12th, 2019 at 6:00PM, made by Councilman Gabriel, Seconded by Councilman Moshier. All in favor, Councilman Hall-Absent & Excused. Motion carried.

Motion to approve the January Supervisor, Tax Collector, Town Clerk, and Justices' Financial Reports, made by Councilman Gabriel, Seconded by Councilman Moshier. All in favor, Councilman Hall-Absent & Excused. Motion carried.

Resolutions:

Resolution 3 of 2019 AIM funding be restored in the New York State's 2020 Budget

WHEREAS, "Aid and Incentives for Municipal Funding" ("AIM) is essential to the Town and Villages that receive such funding; and

WHEREAS, AIM is key state funding that Local Governments have relied on for years; and

WHEREAS, AIM affects not just Local Governments but the communities that they are located in; and

WHEREAS, Governor Cuomo's proposed 2020 budget plan eliminates AIM funding for Local Governments that rely on AIM funding for more than two (2) percent of their budgets; and

WHEREAS, it is believed that such a cut will save New York State \$60,000,000 in its budget but it will dramatically impact 1,328 of New York State's 1465 Towns and Villages; and

WHEREAS, many local governments are already struggling financially, especially those in Upstate; and

WHEREAS, local governments must create and pass budgets that navigate a number of difficult financial stressors that include: the New York State tax cap, increasing health insurance costs, high contribution rates for the New York Retirement System, prevailing wage, competitive bidding and procurement obligations, the Wicks Law, the Taylor Law, Workers Compensation, and a dedicated but an often unionized and civil service protected work force; and

WHEREAS, in addressing its budget and its local levy, local governments must face limited avenues for revenue generation, limited economic development in its boundaries, payments in lieu of taxes, an aging population often on limited incomes, a diminishing population, potential business opportunities that are fleeing high taxes and thus leaving New York State and often unpredictable sales tax distribution and/or generation; and

WHEREAS, the loss of AIM is magnified for those local governments which already have all or part of their 2020 budgets set; and

NOW, THEREFORE BE IT RESOLVED, that The Town of Andes on behalf of its residents recognizes the important role of AIM funding in local governments, and

BE IT FURTHER RESOLVED, that the Town of Andes enthusiastically encourages the New York State Governor, the New York State Assembly, and the New York State Senate to consider

the consequences of the proposed reduction of AIM for local governments and demands that such funding be replaced in the budget; and

BE IT RESOLVED, that a certified copy of this resolution shall be forwarded to Governor Cuomo, Senator James Seward, Assemblyperson Brian Miller, The New York State Association of Towns, and Local News Media.

Proposed by: Councilman Moshier
Seconded by: Councilman Cole

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

Resolution 4 of 2019 Contract for Engineering Services—Cedarwood Engineering Services, PLLC.

WHEREAS, the Town of Andes wishes to enter into a contract for engineering services with Cedarwood Engineering Services, PLLC for a term of one year (January 1, 2019-December 31, 2019) related to capital projects and non-capital projects, and

WHEREAS, all professional engineering services provided to the Town will be deemed necessary and approved by the Andes Town Board at the Rate Schedule included with the contract, and

WHEREAS, the contract has been sent to the Town's Attorney, David Merzig for review and approval,

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Andes hereby authorizes Supervisor Gladstone to sign said contract

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

Resolution 5 of 2019 Town Attorney Contract

WHEREAS, the Town of Andes desires to retain David S. Merzig for certain professional legal services for the Town; and

WHEREAS, Merzig shall act as an independent contractor for the Town and shall provide legal counsel and advice to the Supervisor, the Town Board and such other employees or representatives of the Town; and

WHEREAS, compensation for those services shall be at the rate of \$4,304.00 per year, with an additional rate charged for real estate transactions, grant, bond, or funding institution opinions, and other litigation or administrative hearings; and

NOW THEREFORE, BE IT RESOLVED, that the Town of Andes Town Board hereby authorizes Supervisor Gladstone to sign and enter into said contract with Attorney David S. Merzig for a term of January 1, 2019 until terminated.

Proposed by: Councilman Moshier
 Seconded by: Councilman Cole

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

Resolution 6 of 2019 Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Andes hereby establishes the following as a standard work days for elected and appointed officials and will report the following days worked on the New York State and Local Employee’s Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Workday	Term Begins/Ends	Participates in Employers Time Keeping System	Days/Month
Justice	Nicholas Burton	6	01/01/2018-12/31/2021	Y	5.44
Supervisor	Wayland Gladstone	6	01/01/2018-12/31/2019	N	
Town Clerk	Kimberly A. Tosi	6	01/01/2016-12/31/2019	N	
Assessor	Tina Moshier	6	01/01/2014-	Y	20.6

			12/31/2019		
Highway Super.	John Bouton	6	01/01/2018-12/31/2019	N	
Building Inspect/ CEO	Arthur Short	6	01/01/2019-06/30/2019	Y	20.0

Proposed by: Councilman Gabriel
 Seconded by: Councilman Cole

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

Resolution 7 of 2019 Budget Amendments and Transfers

BE IT RESOLVED, by the Town Board of the Town of Andes to make the following budget transfers and amendments to close out the 2018 budget.

Town of Andes			
2018 Budget Transfers			
General Fund:			
From:	To:		
A1990.4 Contingency	A1450.4 Election Expense		\$ 289.00
A1990.4 Contingency	A1220.4 Supervisor Expense		\$ 810.00
A1990.4 Contingency	A1410.4 Town Clerk Expense		\$ 75.00
A1990.4 Contingency	A5032.4 Hwy Garage Expense		\$ 8,770.00
A1420.4 Attorney Expense	A1110.4 Justice Expense		\$ 425.00
A9060.8 Health Insurance	A7140.4 Pool Expense		\$ 1,075.00
A9060.8 Health Insurance	A7410.4 Library		\$ 2,985.00
A9060.8 Health Insurance	A8020.4 CEO/BdIn/PIBd/ZBA Exp		\$ 85.00
A9060.8 Health Insurance	A8160.11 Transfer Stn Seasonal		\$ 877.00
A9060.8 Health Insurance	A8160.4 Transfer Station Exp		\$ 1,190.00
A9060.8 Health Insurance	A9962.4 Drug Testing & Training		\$ 145.00
A9060.8 Health Insurance	A8810.4 Shavertown Cemetery		\$ 550.00
A9055.8 Unemployment Taxes	A9030.8 Social Security		\$ 940.00
A1910.4 Insurance	A1620.41 Bld Expense Court		\$ 1,681.00
A1355.4 Assessor Expense	A1620.41 Bld Expense Court		\$ 1,500.00
A1420.4 Attorney Expense	A1620.41 Bld Expense Court		\$ 300.00
			\$ 21,697.00
Highway Fund:			
From:	To:		

DA9060.8 Health Insurance	DA5110.1 General Repairs Salary	\$ 905.00	
DA9060.8 Health Insurance	DA5130.4 Machinery Expense	\$ 7,840.00	
DA9060.8 Health Insurance	DA5142.1 Snow Removal Salary	\$ 4,100.00	
DA9060.8 Health Insurance	DA5142.4 Snow Removal Expense	\$ 34,455.00	
DA9060.8 Health Insurance	DA5130.2 Machinery Equipment	\$ 7,585.00	
DA5110.4 General Repair Expense	DA5130.2 Machinery Equipment	\$ 78,250.00	
DA9010.8 State Retirement	DA5130.2 Machinery Equipment	\$ 410.00	
		\$	
		<u>133,545.00</u>	
<u>Water Fund:</u>			
From:	To:		
F8330.7 Supplies	F8330.4 Chemicals	\$ 9,520.00	
F8330.7 Supplies	F8320.1 Utilities	\$ 815.00	
F8330.7 Supplies	F8320.5 Telephone	\$ 1,280.00	
F8330.7 Supplies	F1910.4 Insurance	\$ 20.00	
F8330.7 Supplies	F9030.8 Social Security	\$ 2.00	
F8330.7 Supplies	F9710.6 Debt Service	\$ 10.00	
		\$ 11,647.00	
<u>Sewer Fund:</u>			
From:	To:		
401 Lab Testing Supplies	451 Fees/Dues	\$ 520.00	
		\$ 520.00	
2018 Budget Ammendments			
<u>General Fund:</u>			
Increase SL5182.4 Street Lighting		\$ 280.00	
<u>Highway Fund:</u>			
Increase DA3501 CHIPS		\$ 62,655.00	
Increase DA5112.2 CHIPS Project Capital		\$	62,655.00

Increase DA2665 Sale of Equipment	\$ 38,755.00		
Increase DA5130.2 Machinery Equipment		\$ 38,755.00	
Water Fund:			
Increase overall budget for additional items			
F911 Fund Balance	\$ 38,680.00		
		\$ 38,680.00	
F8310.4 Maintenance Contractual			

Proposed by: Councilman Moshier
 Seconded by: Councilman Cole

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

Resolution 8 of 2019 Agreement for the Expenditure of Highway Moneys

BE IT RESOLVED, by the Town Board of Andes to hereby accept an Agreement for the Expenditure of Highway Moneys for general repairs and permanent improvements as proposed by Highway Superintendent Bouton.

Proposed by: Councilman Gabriel
 Seconded by: Councilman Moshier

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

Approval of Bills:

Motion to amend the January 2019 General Warrant #2 to Margaret Moshier, Tax Collector for \$344.05 with a new total of \$235.30 and a new January General Warrants total of \$13,736.61,

made by Councilman Gabriel, Seconded by Councilman Cole. All in favor, Councilman Hall-Absent & Excused. Motion carried.

*One of the Town Tax bills should not have been on the tax roll, it was removed and therefore the Town did not have to pay that bill.

Motion to approve Encumbered General Warrants #460-461 totaling \$6,744.54

Encumbered WWTP Warrant #111 totaling \$635.41

General Warrants #15-58 totaling \$257,866.95

Highway Warrants #3-36 totaling \$63,049.00

WWTP Warrants #3-27 totaling \$60,206.73

Water Warrants #2-13 totaling \$7,113.85, (A. Montano bills needs to be verified, looks like it may have been paid twice), made by Supervisor Gladstone, Seconded by Councilman Gabriel. All in favor, Councilman Hall-Absent & Excused. Motion carried.

Districts:

Water-

Sewer-

Public Comment/Questions:

*The Public Hearing for the Local Law that was scheduled to take place at March meeting on March 12th, 2019 at 5:45PM.

Annual Accounting:

Bookkeeper and Supervisor—

Check list and review attached.

Justices—

Check list and review attached.

Tax Collector—

Check list and review attached.

Executive Session:

RE: Highway Union Contract/Legal Matters

Motion to enter executive session, made by Councilman Moshier, Seconded by Councilman Cole. All in favor, Councilman Hall-Absent & Excused. Motion carried 8:01PM

Motion to exit executive session, made by Councilman Cole, Seconded by Councilman Gabriel. All in favor, Councilman Hall-Absent & Excused. Motion carried 8:44PM

Town Clerk, Water District and Sewer District Clerk—

Check list and review attached.

Adjourn:

Motion to adjourn made by Councilman Moshier, Seconded by Councilman Gabriel. All in favor, Councilman Hall-Absent & Excused. 9:15PM

February Town Highway Report

This winter has taken a toll on our sand pile. With the continuous small storms of various amounts of precipitation, to our regular snow storms. Additionally with the ice storms we have used 6 thousand yards of sand plus 1000 yd. of salt sand mix. To replenish our material it will take a huge amount of the general repair and snow removal budget. Some of this said material can be purchased with the currency received for maintaining our local City Roads.

We had a setback due to losing one of our plow trucks thankfully the driver was not injured. At this time we have not received an amount from the insurance company on the value of the plow truck. Talking to the adjuster for the insurance company the amount should be around \$19450 with a \$500 deductible subtracted and \$100 subtracted to buy the salvage truck back. We should receive a check for around 18,850

The 2011 Dodge 5500 plow truck is giving us trouble again this time electrical , 2018-2019 so far has been 5665\$ plus in repairs. Over the life of this truck it has had many issues from bent axles to new engine, EGR cooler, DEF fluid lines and problems with DEF system, u joints and hubs. That's not just this year or last this has been going on from 2014

Starting Jan/20/14 got it back Aug 19/14

Aug/19/14-Feb/7/15

Feb/7/15-Oct/8/15

Aug/24/15-Dec/30/15

Feb/18/16-March/8/16

March/11/16-Nov/25/16

April/26/18-May/14/18

May/29/18-June/7/18

These are just major repair times not the times it has been down for starters, rims, brakes and general maintenance. I believe it is time to cut our losses and start looking for a replacement truck keeping the new plow and the stainless steel do all box to offset the cost of a fully outfitted plow truck. I have checked the going rate on auctions international and found that the 2011 5500 brings in around \$ 21000.

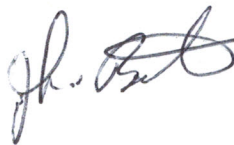
If we get 18000 for ours along with the insurance check of 18000, I may have a person willing to give 10000 for the motor out of the Oshkosh; I have been in contact with Romeo Chevrolet on a cab and chassis 5500 wheel base 164" diesel for ~~490000~~ ^{49,000} we have most to the cost covered.

I think it would be a good idea for the town board to consider 2 of these 1 ¼ ton trucks as it could fill in if one of our other trucks are broke down which does happen during the plowing season usually at the worst of times. And they would be very beneficial in the spring time so the large truck are not tearing up the dirt roads.

I have been working with FEMA and have captured the losses we have had due to flooding and washouts. Some of these projects may have to be put out to bid as we don't have the equipment to handle some of the embankment failures. I will keep the board and public updated as these projects are written up. We will have numerous smaller projects that the highway department will be able to handle. The renting of a 160 or equivalent size excavator will be necessary to complete some of these tasks.

The weather gave us a small break to get some things cleaned up in the shop, took a load of scrap to the crushers and did some necessary repairs to our equipment along with services on them. Sent the men around checking for trees and other problems, they took care of what they could and will address more as weather permits.

Respectfully submitted



Andes Highway Superintendent

CEDARWOOD ENVIRONMENTAL SERVICES

8-12 Dietz Street, Suite 303, Oneonta NY 13820 • Phone 607-441-3246 • FAX 607-441-3251

**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY CEDARWOOD ENVIRONMENTAL SERVICES
February 5, 2019**

1. Water System

Daily usage of treated water from the water system averaged 43,900 gallons per day for the month of January 2019.

2. Plant Purchases

Filters from Mountain Filtration Systems \$455.54. Filters from USA Bluebook \$454.82.

3. O&M

Changed second stage filters on January 15, 2019.

4. Equipment

5. Distribution System

6. Library Well

Ran well on January 30, 2019.

CEDARWOOD ENVIRONMENTAL SERVICES

8-12 Dietz Street, Suite 303, Oneonta NY 13820 • Phone 607-441-3246 • FAX 607-441-3251

**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY CEDARWOOD ENVIRONMENTAL SERVICES
February 5, 2019**

1. WWTP Plant

Plant effluent flow averaged 66,000 gallons per day for the month of January 2019.

2. SPDES Compliance/NYSDEC, NYCDEP

The plant discharges treated effluent to the Tremper Kill Brook. The WWTP was not in compliance for January 2019. Effluent average flow was 66,000 gallons per day which exceeded our permitted flow of 62,000 gallons per day.

3. Collection System.

Inflow and Infiltration issues.

4. Plant Purchases.

Electric motor from KJ Electric for permeate pump \$372.74. UV lamps from Koester \$572.50.

5. Plant O&M

All running well

6. Plant Equipment.

7. Gladstone Hollow Septic System

FY 2018 Enacted Budget Aid and Incentives for Municipalities (AIM)

All Municipalities Sorted by County and then by Class

Municipality	County	Class	FY 2017 Enacted Budget	FY 2018 Enacted Budget	Dollar Change
Town of Andes	Delaware	Town	7,937	7,937	-
Town of Bovina	Delaware	Town	6,815	6,815	-
Town of Colchester	Delaware	Town	8,861	8,861	-
Town of Davenport	Delaware	Town	15,858	15,858	-
Town of Delhi	Delaware	Town	23,053	23,053	-
Town of Deposit	Delaware	Town	7,795	7,795	-
Town of Franklin	Delaware	Town	15,233	15,233	-
Town of Hamden	Delaware	Town	10,491	10,491	-
Town of Hancock	Delaware	Town	58,696	58,696	-
Town of Harpersfield	Delaware	Town	7,090	7,090	-
Town of Kortright	Delaware	Town	7,185	7,185	-
Town of Masonville	Delaware	Town	10,701	10,701	-
Town of Meredith	Delaware	Town	10,385	10,385	-
Town of Middletown	Delaware	Town	15,496	15,496	-
Town of Roxbury	Delaware	Town	12,814	12,814	-
Town of Sidney	Delaware	Town	104,261	104,261	-
Town of Stamford	Delaware	Town	7,904	7,904	-
Town of Tompkins	Delaware	Town	9,976	9,976	-
Town of Walton	Delaware	Town	48,873	48,873	-
Village of Delhi	Delaware	Village	29,190	29,190	-
Village of Fleischmanns	Delaware	Village	2,468	2,468	-
Village of Franklin	Delaware	Village	6,464	6,464	-
Village of Hancock	Delaware	Village	11,426	11,426	-
Village of Hobart	Delaware	Village	3,831	3,831	-
Village of Margaretville	Delaware	Village	4,486	4,486	-
Village of Sidney	Delaware	Village	30,588	30,588	-
Village of Stamford	Delaware	Village	8,711	8,711	-
Village of Walton	Delaware	Village	27,318	27,318	-
City of Beacon	Dutchess	City	1,537,478	1,537,478	-
City of Poughkeepsie	Dutchess	City	4,248,021	4,248,021	-
Town of Amenia	Dutchess	Town	37,309	37,309	-
Town of Beekman	Dutchess	Town	23,060	23,060	-
Town of Clinton	Dutchess	Town	17,390	17,390	-
Town of Dover	Dutchess	Town	29,468	29,468	-
Town of East Fishkill	Dutchess	Town	63,890	63,890	-
Town of Fishkill	Dutchess	Town	69,238	69,238	-
Town of Hyde Park	Dutchess	Town	188,012	188,012	-
Town of La Grange	Dutchess	Town	56,439	56,439	-
Town of Milan	Dutchess	Town	6,815	6,815	-

IMPACT OF PROPOSED NYS BUDGET ON DELAWARE COUNTY MUNICIPALITIES

In Governor Cuomo's proposed budget for fiscal year 2020, most municipalities in Delaware County would see funding from NYS Aid and Incentives to Municipalities (AIM) program cut to zero. In his Executive Budget, the Governor eliminated all AIM payments that were less than 2% of a municipality's total budget. As proposed, the revenue loss to towns and villages in Delaware County would be \$338,812

MUNICIPALITY	Current AIM	Proposed AIM	Difference
Town of Andes	\$7,937	\$0	-\$7,937
Town of Bovina	\$6,815	\$0	-\$6,815
Town of Colchester	\$8,861	\$0	-\$8,861
Town of Davenport	\$15,858	\$0	-\$15,858
Town of Delhi	\$23,053	\$0	-\$23,053
Village of Delhi	\$29,190	\$0	-\$29,190
Town of Deposit	\$7,795	\$0	-\$7,795
Village of Fleischmanns	\$2,468	\$0	-\$2,468
Town of Franklin	\$15,233	\$0	-\$15,233
Village of Franklin	\$6,464	\$6,464	\$0
Town of Hamden	\$10,491	\$0	-\$10,491
Town of Hancock	\$58,696	\$0	-\$58,696
Village of Hancock	\$11,426	\$0	-\$11,426
Town of Harpersfield	\$7,090	\$0	-\$7,090
Village of Hobart	\$3,831	\$0	-\$3,831
Town of Kortright	\$7,185	\$0	-\$7,185
Village of Margaretville	\$4,486	\$0	-\$4,486
Town of Masonville	\$10,701	\$0	-\$10,701
Town of Meredith	\$10,385	\$0	-\$10,385
Town of Roxbury	\$12,814	\$0	-\$12,814
Town of Sidney	\$104,261	\$104,261	\$0
Village of Sidney	\$30,588	\$0	-\$30,588
Town of Stamford	\$7,904	\$0	-\$7,904
Village of Stamford	\$8,711	\$0	-\$8,711
Town of Tompkins	\$9,976	\$0	-\$9,976
Town of Walton	\$48,873	\$48,873	\$0
Village of Walton	\$27,318	\$0	-\$27,318
TOTAL			-\$338,812

source: NYS Division of Budget

**CONTRACT FOR ENGINEERING SERVICES
BETWEEN
TOWN OF ANDES, NEW YORK
AND
CEDARWOOD ENGINEERING SERVICES, PLLC**

THIS AGREEMENT made the 19th day of February, 2019, by and between the Town of Andes, New York, located at 115 Delaware Avenue, Andes Center, New York 13731 (herein referred to as the Town), and Cedarwood Engineering Services, PLLC, having a place of business at 3903 Main Street, Warrensburg, New York 12885 (herein referred to as Cedarwood).


WHEREAS, the Town wishes to obtain engineering services of Cedarwood for a period of one (1) year, commencing January 1, 2019, until December 31, 2019, and thereafter on a quarterly basis by mutual agreement of the parties.

NOW THEREFORE, it is agreed before the parties that:

1. Cedarwood shall perform professional engineering services for the Town as deemed necessary by the Town of Andes Town Board and/or any Town official approved to authorize work by the Town Board.
2. Cedarwood shall attend up to one (1) Town Board meeting per month, to be billed according to attached Rate Schedule.
3. It is agreed that during the period of this Contract, Cedarwood shall provide engineering services to the Town related to capital projects and non-capital projects. It is agreed that such services will be provided to the Town at the rates shown in the attached rate schedule or for an agreed upon fee.


4. Should it be necessary to hire subcontractors for services connected with the engineering services provided by Cedarwood, it is agreed that those subcontractors' fees shall be passed through to the Town with no surcharge or mark-up of any kind to the Town, unless otherwise agreed to with the Town.
5. Services to be provided by Cedarwood shall be approved by the Town prior to performing such services.
6. Parties further agree that should modifications of this Contract be necessary the parties will negotiate in good faith to conform this Contract to the needs of both parties.
7. This Contract shall continue without modifications unless notice is given by the Engineer to the Town by ordinary mail of that party's intention to terminate this Contract within ninety (90) days. The Town may terminate this Contract with two (2) days' notice.
8. Invoices will be submitted to the Town on a monthly basis. Payment shall be made to Cedarwood within 45 calendar days of the date of invoice and forwarded to Cedarwood Engineering Services, PLLC, 8-12 Dietz Street, Oneonta, New York 13820.
9. Attachments
 - 2019 Rate Schedule
 - Standard Terms and Conditions

TOWN OF ANDES, NEW YORK

By: 
Wayland "Bud" Gladstone, Town Supervisor

Date: 2/19/2019

**CEDARWOOD ENGINEERING
SERVICES, PLLC**

By: 
Thomas Suozzo, P.E.

Date: 1/14/19

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or [alternative, in effect if strike through not in place] shall be limited in the aggregate to the amount of ENGINEER'S insurance or If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. COMPENSATION. ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice.

24. ADDITIONAL SERVICES. Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

RETAINER AGREEMENT

AGREEMENT, made this 1st day of January, 2019, by and between the **TOWN OF ANDES**, a political subdivision of the State of New York (hereinafter "the Town") and **DAVID S. MERZIG, ESQ.**, (hereinafter "Merzig"), an Attorney duly admitted to practice law in the State of New York and a partner in the firm of Kehoe & Merzig, PC with offices at 8-12 Dietz Street, Oneonta, New York.

WHEREAS, the Town desires to retain David S. Merzig for certain professional legal services for the Village;

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration it is agreed as follows:

1. **Relationship of the Parties** The Town Supervisor, at the time of the signing of this agreement, has been authorized by a Resolution of the Town Board to retain Merzig to provide legal services to the Town.

2. **Duties and Compensation** Merzig shall act as an independent contractor for the Town and shall be provide legal counsel and advice to the Supervisor, the Town Board and such other employees or representatives of the Town as may be designated from time to time by the Supervisor and Board. Compensation for those services shall be at the rate of Four Thousand Three Hundred Four and 00/100 (\$4,304.00) Dollars per year. Any real estate transactions shall be at an additional compensation of \$500.00. Any legal opinion provided on behalf of the Town for any State or Federal grant, bond, or other governmental entity or funding institution shall be billed at \$750.00 for any amount under \$1,000,000.00, and \$1,250.00 for any amount over \$1,000,000.00.

For all matters that relate to litigation, or administrative hearing, the Town shall pay Merzig, over and above the annual payment compensation such amounts as shall be accrued at the rate of One Hundred Seventy-Five (\$175.00) Dollars, per hour, plus all reasonable expenses and disbursements incurred or at such other rate as may from time to time be agreed upon by the parties. Merzig shall at all times for litigation work herein keep accurate time records (in tenths of hours) for services performed and shall be subject to all requirements for the submission of vouchers on an equal basis with all other providers of professional services to the Town. Payments of amounts due herein for litigation shall be no less frequent than monthly. Merzig agrees, should the need arise, to attend Town Board meetings at the specific request of the Town

and shall charge mileage at the IRS standard reimbursement rate for such attendance.

3. **Liability** The Town agrees to indemnify, hold harmless and defend Merzig, as a public official and the firm of Kehoe & Merzig, PC for any and all acts performed in good faith as a direct result of, or arising out of the representation of the Village under this agreement.

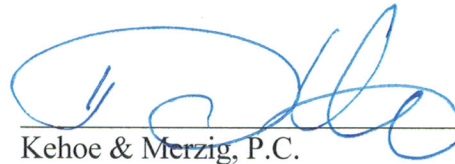
4. **Status of the Parties** It is the intention of the parties that this contract set forth a retainer agreement for professional services to be provided to the Village on an independent contract basis.

5. **Taxes** Merzig agrees to be responsible for any and all income taxes, payroll taxes or any other withholding or tax liability that may be due as a result of the professional services performed herein.

6. **Duration** Either party may cancel this agreement upon thirty (30) days written notice, however any payments made or due hereunder at the time of the termination of this agreement shall have been earned and the Town agrees to pay all such amounts due.

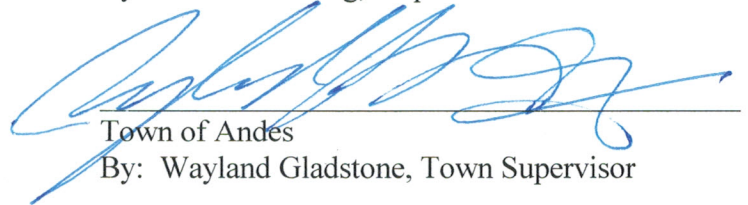
7. **Prior Agreements** This retainer agreement supersedes in all respects the prior Retainer Agreement entered into between the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the day and year first above written.



Kehoe & Merzig, P.C.

By: David S. Merzig, Esq.



Town of Andes

By: Wayland Gladstone, Town Supervisor

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS
2019

AGREEMENT between the Town Superintendent of the Town of Arden, Delaware County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

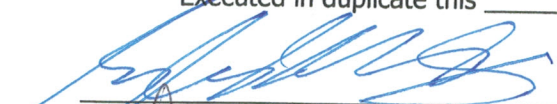
1. GENERAL REPAIRS. The sum of \$ 229044.8 shall be set aside to be expended for primary work and general repairs upon 110 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

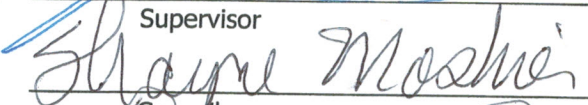
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of town highways:
 - (a) On the road commencing at Pouch Lake and leading to Bushkin, a distance of 3.815 miles, there shall be expended not over the sum of \$ 70,000
 Type _____ Width of traveled surface 18
 Thickness _____ Subbase 2 1/2" mill PAVE Then oil + STONE

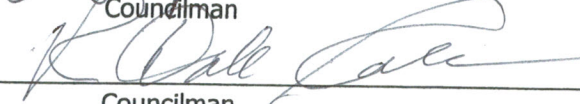
 - (b) On the road commencing at Buzzard and leading to Shaven Hollow, N.Y., a distance of _____ miles, there shall be expended not over the sum of \$ 26,000
 Type _____ Width of traveled surface 18
 Thickness _____ Subbase DOUBLE SURFACE oil and stone

 - (c) On the road commencing at 139th AVE and leading to _____, a distance of _____ miles, there shall be expended not over the sum of \$ 130,000
 Type _____ Width of traveled surface _____
 Thickness _____ Subbase Full culverts Equipment Equipment Rentals
GRAVEL + Stone PRODUCTS ASPHALT + SARTY Equipment.


Executed in duplicate this _____ day of _____, 20_____.



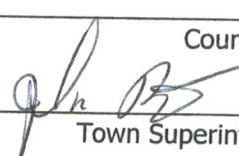
 Supervisor


 Councilman


 Councilman



 Councilman

 Councilman


 Town Superintendent

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

TOWN OF Andes
Bank Reconciliation
For the Fiscal Year Ending 2018

Include All Checking, Savings and C.D. Accounts

Bank Account Number	Bank Balance	Add: Deposit In Transit	Less: Outstanding Checks	Adjusted Bank Balance
****-4101 Trust + Agency	\$7,169	\$0	\$4,052	\$3,116
****-7801 Sewer Ck	\$28,762	\$0	\$30,577	(\$1,815)
****-4224 Sewer Saving	\$1,736	\$0	\$0	\$1,736
****-8601 HUD	\$27	\$0	\$0	\$27
****-8824 Savings	\$513,106	\$0	\$0	\$513,106
****-9501 A/P	\$227,961	\$1,007	\$85,465	\$143,502
****-9224 HRA	\$20,268	\$0	\$0	\$20,268
****-6401 Coulter Rd	\$155,448	\$0	\$0	\$155,448
****-5601 High st	\$31,394	\$0	\$0	\$31,394
****-8601 Water Ck	\$24,597	\$0	\$422	\$24,175
****-8224 Reval	\$4,133	\$0	\$0	\$4,133
****-7924 Good Neighbor	\$218,834	\$0	\$1,007	\$217,827
****-8101 Rural Cem.	\$661	\$0	\$0	\$661
****-8101 Shavertown Cem.	\$36,243	\$0	\$0	\$36,243
****-0354 Dunraven	\$23,303	\$0	\$0	\$23,303

Total Adjusted Bank Balance		\$1,173,124
Petty Cash		\$.00
Adjustments		\$.00
Total Cash	9ZCASH	* \$1,173,124
Total Cash Balance All Funds	9ZCASHB	* \$1,173,124

* Must be equal

Appendix F – Annual Checklist for Review of Justice Court Records

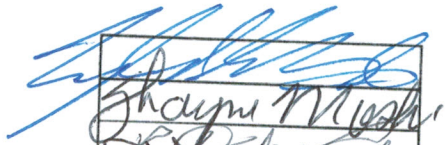
Name of Municipality:

Month Reviewed: Through

Name of Justice:

Nicholas R. Burton
Thomas H. Joyce

Review Performed By:


Shawn M. [unclear]
[unclear]
[unclear]

Date:

2/19/19
2/19/19
2-19-19

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

Checklist for Review of Justice Court Records

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal maintained in a manner that identifies the date received, payer, and the amount of fines, fees, bail, and/or other categories of collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered receipt forms issued for all collections?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate receipt copies kept for court records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are receipts recorded up-to-date? <i>Last Recorded Receipt: # <u>947</u> Date <u>12/20/18</u> Amount <u>180.00-NRB</u> <u>066</u> Date <u>12/13/18</u> Amount <u>150.00-THJ</u></i>		
Are duplicate deposit slips kept for court records?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits made timely (within 72 hours of collection, exclusive of Sundays and holidays) and recorded up-to-date? <i>Last Recorded Deposit: Date <u>12/20/18</u> Amount <u>180.00-NRB</u> <u>12/13/18</u> Amount <u>150.00-THJ</u></i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are un-deposited cash receipts safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal totaled and summarized monthly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Is the cash disbursements journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash disbursements journal maintained in a manner to identify individual amounts disbursed either individually or totals referenced to abstracts or payrolls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered checks used for all disbursements (other than petty cash)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the justice?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input type="checkbox"/>	<input type="checkbox"/>
Are all unused checks properly controlled (blank check stock)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are checks recorded up-to-date? <i>Last Recorded Check: # <u>1156</u> Date <u>12/6/18</u> Amount <u>786.00-NRB</u> <u>213</u> Date <u>12/6/18</u> Amount <u>970.00-THJ</u></i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Cash Reconciliations</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account:</i> Date Performed <u>7/10/19</u> Month Ending <u>December 2018</u>		

<u>Deposit Protection</u>	<u>YES</u>	<u>NO</u>
Has the bank pledged adequate, eligible securities to protect court deposits that exceed FDIC insurance protection, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>

NIA

<u>Additional Supporting Records</u>	<u>YES</u>	<u>NO</u>
Is a list of bail maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is a record of uncollected installment payments maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Dockets and Case Files</u>	<u>YES</u>	<u>NO</u>
Are separate dockets maintained for various classifications of cases, such as vehicle and traffic, criminal, civil, and small claims?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are case files maintained for all cases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are indexes maintained for all cases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do dockets for disposed cases appear to be complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do dockets for disposed cases agree with amounts reported?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Is accountability (a comparison of cash to liabilities) determined at the end of each month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do liabilities (as recorded in the court's records) agree with net bank balances (as evidenced on monthly bank reconciliations) plus any cash on hand as of a specified date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Determination of Accountability:</i> Date Performed <u>7/10/19</u> Month Ending <u>December 2018</u>		

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Reports to Division of Criminal Justice Services</u>	<u>YES</u>	<u>NO</u>
Are reports made timely to the Division of Criminal Justice Services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding late reporting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, why were reports late and what corrective actions were taken?</i> _____		

<u>Reports to Justice Court Fund</u>	<u>YES</u>	<u>NO</u>
Are monthly reports made timely to the Justice Court Fund?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts agree with cash receipt and disbursement books?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts agree with docket dispositions and case files? <i>Last Report Submitted:</i> 724.00-NRB <i>Month Ending</i> <u>12/2018</u> <i>Date</i> <u>1/3/19</u> <i>Amount</i> <u>180.00-THJ</u> <i>Filed</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding late reporting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>If yes, why were reports late and what corrective actions were taken?</i> _____		

<u>Reporting to Department of Motor Vehicles - TSLE&D Program</u>	<u>YES</u>	<u>NO</u>
Is information reported timely to TSLE&D?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are reports from TSLE&D to the court maintained and utilized? <i>Last TSLE&D Report Available:</i> <i>Date</i> <u>12/31/18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
How many cases are shown as pending in the last TSLE&D report? <u>14</u>	<input type="checkbox"/>	<input type="checkbox"/>
Is the number of pending cases reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
How many cases are shown as pending for more than 90 days? <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>
What actions have been taken to dispose of these cases? <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding pending cases? <i>If yes, why were the cases pending and what corrective actions were taken, if any?</i> _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the court received any notices regarding late monthly reporting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<p><i>If yes, why were the reports late and what corrective actions were taken?</i></p> <hr/>		
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Comments and Conclusions

Appendix E – General Recordkeeping Requirements for Tax Collecting Officers continued

Checklist for Review of Tax Collecting Officer's Records

<u>Settlement</u>	<u>YES</u>	<u>NO</u>
Is a copy of the collector's or receiver's settlement sheet available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have all settlement issues/concerns been adequately resolved?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Bank Accounts</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account:</i> Date Performed <u>2-15-19</u> Month Ending <u>1-31-19</u>		
Note: Tax collector's bank account balance should be \$0.00 at the <u>beginning</u> of the <u>collection</u> period		

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal maintained in a manner sufficient to identify the date received, payer, tax account number, tax amount, interest amount and other appropriate information?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits identified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are bank deposits timely or (for towns) within 24 hours of collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Are pre-numbered checks used for all disbursements other than petty cash?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the tax collector or receiver?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Deposit Protection</u>	<u>YES</u>	<u>NO</u>
Has the bank pledged adequate, eligible securities to protect tax collector deposits that exceed FDIC insurance protection, when applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix E – General Recordkeeping Requirements for Tax Collecting Officers continued

Financial Reporting	YES	NO
Are payments made at least weekly to the supervisor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are receipt forms issued by the supervisor to acknowledge collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are payments made timely to the county treasurer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Accountability	YES	NO
Are penalties assessed/collected on late payments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the total amount of penalties collected on overdue real property taxes comparable with that collected in previous year(s)? Do the amounts look reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the tax collector or receiver treating his/her own tax bills properly, e.g., penalties, if required?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are interest earnings remitted to the supervisor and/or the county as appropriate? (Check county resolution for guidance.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there significant safeguards for the protection of assets and cash, such as a safe or locked file cabinet, offices with locks on the door, regular deposits of cash, etc.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Margaret Mostner

Comments and Conclusions

[Signature]

[Signature]

Raym Moshiri 2/19/19

Appendix D – General Recordkeeping Requirements for Town Clerks continued

Checklist for Review of Town Clerk's Records

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal maintained in a manner that identifies the date received, payer, purpose, and the amount either individually or totals referenced to subsidiary receipt records (e.g., water rents receipts register)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are un-deposited cash receipts safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits made timely (no later than the third business day after \$250 has been collected) and recorded up-to-date? <i>Last Recorded Deposit: Date <u>1/8/2019</u> Amount <u>\$30.00</u></i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal totaled and summarized monthly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Is the cash disbursements journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash disbursements journal maintained in a manner to identify amounts disbursed either individually or totals referenced to abstracts or payrolls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered checks used for all disbursements made by check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the town clerk?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all unused checks properly controlled (blank check stock)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are checks recorded up-to-date? <i>Last Recorded Check: # <u>1182</u> Date <u>1/8/2019</u> Amount <u>\$993.56</u></i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix D – General Recordkeeping Requirements for Town Clerks continued

<u>Cash Reconciliations</u>	<u>YES</u>	<u>NO</u>
Are bank accounts reconciled? By Whom? <u>Town Clerk</u> How Often? <u>monthly</u> Who Reviews/Verifies Them? <u>Town Clerk</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the bank reconciliation performed timely after the bank statement is received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Last Bank Reconciliation for Each Bank Account</u>		
<u>Bank Account</u>	<u>Date Performed</u>	<u>Month Ending</u>
<u>Town Clerk 6401</u>	<u>1/10/2019</u>	<u>12/31/18</u>
Are reconciliations documented and available for review?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the reconciled bank balance agree with the cash balance recorded in the accounting records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Deposit Protection</u>	<u>YES</u>	<u>NO</u>
Has the bank pledged adequate, eligible securities to protect town clerk deposits that exceed FDIC insurance, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>

N/A

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Is accountability (what the town clerk owes) determined at the end of each month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the accountability amount agree with the bank reconciliation and supporting records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are unissued licenses and permits (e.g., dog licenses) safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are revenues from town clerk fees comparable with those of previous years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Financial Reporting</u>	<u>YES</u>	<u>NO</u>
Are monthly reports and payments made timely to the supervisor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are monthly reports and payments made timely to other agencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts on monthly reports agree with cash receipts and disbursements books?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix D – General Recordkeeping Requirements for Town Clerks continued

Receivables <i>(if applicable, such as water rents)</i>	YES	NO
Are receivable control accounts maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there indication that the receivable control accounts are reconciled to the detail subsidiary records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments and Conclusions

[Signature] 2/19/19
 Shayne Mosher 2/19/19
 K. Pala 2-19-19
 [Signature] 2/19/19

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Certified Transcript	Certified Transcript	4	40.00
	Conservation	Conservation	64	294.32
	Death Certificate	Death Certificate	42	470.00
	Miscellaneous	Miscellaneous	3	54.00
	Town Clerk Fees	Marriage Fees	5	37.50
	Transfer Station Permit	Transfer Station Permit	171	171.00
		Sub-Total:		\$1,066.82
A2115	Planning & Zoning	Planning & Zoning	8	400.00
		Sub-Total:		\$400.00
A2544	Dog Licensing	Female, Spayed	28	112.00
		Female, Unspayed	2	14.00
		Male, Neutered	38	152.00
		Male, Unneutered	1	7.00
		Sub-Total:		\$285.00
A2555	Building Permit	Building Permit	78	6,198.56
		Sub-Total:		\$6,198.56
Sewer District	Sewer Bill	Sewer Bill	117	33,464.20
		Sub-Total:		\$33,464.20
Water District	Water Bills	Water Bill	212	55,516.40
		Sub-Total:		\$55,516.40
		Total Local Shares Remitted:		\$96,930.98
Amount paid to:	NYS Ag. & Markets for spay/neuter program			75.00
Amount paid to:	NYS Environmental Conservation			5,043.68
Amount paid to:	State Health Dept.			112.50
Total State, County & Local Revenues:	\$102,162.16	Total Non-Local Revenues:		\$5,231.18

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Kimberly Tosi, Town Clerk, Town of Andes during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.


Town Clerk

2/12/2019
Date