

Town of Andes
Public Hearing: Proposed Local Law titled “A Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-C”
November 7th, 2019 at 6:45PM
Andes Town Hall

Present:

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

Others:

Eddie Donoghue-Catskill Mountain News	Michael Terry
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Call to Order:

The Public Hearing was called to order by Supervisor Gladstone at 6:47PM.

Public Comment/Questions:

N/A

Town of Andes
Public Hearing: 2020 Budgets
November 7th, 2019 at 6:45PM
Andes Town Hall

Call to Order:

The Public Hearing was called to order by Supervisor Gladstone at 6:48PM

Public Comment/Questions:

N/A

Adjourn:

The Public Hearing was adjourned at 6:54PM.

**Town of Andes
Regular Monthly Meeting
November 7th, 2019 at 7:00PM
Andes Town Hall**

Call to Order:

The meeting was called to order at 7:00PM by Supervisor Gladstone.

Pledge:

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

Approval of Minutes:

Motion to approve the September Budget Workshop-Preliminary Minutes and October 2019 Meeting Minutes, made by Councilman Moshier, Seconded by Councilman Cole. All in favor, Councilman Hall-Absent & Excused. Motion Carried.

Privilege of the Floor:

N/A

Reports:

Highway Report
(attached)

Supervisor Report

*October 11th- I met with Tom Suozzo and Nate Whittikar regarding the Well Project. The school property is currently the best location for placement.

*October 21st- Shayne and I attended a streambank restoration presentation at Belleayre. It addressed the importance of flood plains, not restricting where a river or brook goes (allowing it to meander to help maintain fish habitat and stability) and also using trees to help stabilize it.

*October 30th- Kim and I received an email from Pam at the Library regarding the asbestos abatement, requesting the Town fund this project. She also indicated that there is a possibility of having the \$50,000 award from Senator Seward's Office not materializing and will need to seek other funding, possibly O'Connor Foundation for more.

*The Emergency Services Tower testing is on schedule to be completed in December.

Respectfully Submitted,
Bud Gladstone, Supervisor

Building Inspector Report

2 Permits
9 Inspections
3 C/O Searches

Respectfully Submitted, Artie Short, Building Inspector/CEO

Committees:

Highway:

- Thank you to the Highway Department for bringing the rocks down to the EV charging station.
- Thank you to Ritchie and Shayne for meeting with John regarding the purchase of the Gradall from the County.

Pool:

- TAB Construction has removed the old shed and completed the foundation for the new building. Construction will be beginning soon. The toilets have to be winterized, which will take place this week then pool will be shut down for the season.

Transfer Station:

- The room is beginning to fill up again. The transfer station committee needs to meet with Chris to discuss this.

Motions:

Motion to approve the October Supervisor's Financial Report, Town Clerk's Financial Report, and Justice's Financial Report, made by Councilman Gabriel, Seconded by Councilman Moshier. All in favor, Councilman Hall-Absent & Excused. Motion Carried.

Motion to prepay the following bills: TAB Construction, Election Inspectors, & John Andrews prior to the December Board Meeting, to appear on the December Warrants, made by Councilman Moshier, Seconded by Councilman Cole. All in favor-Councilman Hall-Absent & Excused. Motion Carried.

Resolutions:

Resolution 31 of 2019 Amending Preliminary Budget

WHEREAS, the MARK Project provides many services and funding opportunities for the tax payers of the Town of Andes; and

WHEREAS, the cost of administering these programs and managing grant applications is always increasing; and

WHEREAS, the Andes Town Board would like to continue these grants and funding opportunities for the Andes taxpayers;

BE IT RESOLVED, that the Andes Town Board hereby increases the 2020 budget, line A1220.4 Supervisor Expense by \$5,000.00 with a new total to be \$6,700.00

Proposed by: Councilman Moshier
Seconded by: Councilman Cole

Roll Call:

Councilman Moshier-----Aye

Councilman Cole-----Aye
Councilman Hall-----Absent & Excused
Councilman Gabriel-----Aye
Supervisor Gladstone-----Aye

Resolution 32 of 2019 Library Construction Project Funding-Asbestos

WHEREAS, the Andes Public Library is undergoing a construction project; and

WHEREAS, the building housing the Library is owned by the Town of Andes; and

WHEREAS, the Andes Town Board has agreed to hear funding requests on a case by case basis and the Library has currently approached the board to fund the asbestos abatement at a cost of \$12,133.50;

NOW THEREFORE, BE IT RESOLVED, the Andes Town Board hereby agrees to fund the asbestos abatement at an amount not to exceed \$12,133.50

Proposed by: Councilman Gabriel
Seconded by: Councilman Moshier

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

Local Law:

Resolution 33 of 2019 A local law to override the tax levy limit established in General Municipal Law 3-c

In the Matter of Adoption of Local Law entitled “A local law to override the tax levy limit established in General Municipal Law 3-c”

WHEREAS, the Town Board has reviewed and considered the proposed local law; and

WHEREAS, the Local Law was presented to the Town Board at least 10 days prior to the Town Board meeting on November 7th, 2019; and

WHEREAS, the public hearing on the proposed local law was held on November 7th, 2019 at 6:45PM at the Town Hall; and

WHEREAS, the public hearing was properly noticed in the Town’s official newspaper; and

WHEREAS, the Town Board reviewed and considered all public comments received on the proposed Local Law; and

WHEREAS, the proposed Local Law was on file for inspection at the Town Clerk’s office prior to the hearing and during the public review process;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE TOWN BOARD OF ANDES, DELAWARE COUNTY, NEW YORK:

THAT THE Town Board of the Town of Andes hereby determines that the proposed Local Law, attached hereto and made a part hereof, is hereby adopted as a Local Law entitled “A local law to override the tax levy limit established in General Municipal Law 3-c”

IT IS FURTHER RESOLVED, that the Town Clerk and Attorney for the Town are hereby directed to take such actions as are necessary to implement this resolution and effect adoption of the Local Law

Proposed by: Councilman Gabriel
Seconded by: Councilman Cole

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

Budget:
Resolution 34 of 2019 Town of Andes Budget, Water District Budget and Sewer District Budget

WHEREAS, the Town Board and the Districts’ Board have presented the 2020 Town Budget and 2020 Special Districts Budgets at a Public Hearing held on November 7th, 2019 at the Andes Town Hall at 6:45PM; and

WHEREAS, said public hearing and meeting were advertised;

THEREFORE BE IT RESOLVED that the 2020 Town Budget, 2020 Water District Budget, and the 2020 Sewer District Budget are hereby adopted as presented and amended.

Proposed by: Councilman Moshier
Seconded by: Councilman Gabriel

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

Councilman Gabriel-----Aye
Supervisor Gladstone-----Aye

Approval of Bills:

Motion to approve General Warrants #321-344 totaling \$13,841.96

Highway Warrants #257-286 totaling \$81,185.08

CHIPS Warrants #23-26 totaling \$104,492.09

WWTP Warrants #142-157 totaling \$36,378.57

Water Warrants #81-90 totaling \$3,068.78, made by Councilman Cole, Seconded by Councilman Gabriel. All in favor, Councilman Hall-Absent & Excused. Motion Carried.

Districts-

Water-

Resolution 35 of 2019 Cedarwood Environmental Services Contract- Water

BE IT RESOLVED, that the Andes Town Board hereby enters into a contract with Cedarwood Environmental Services for the operation of the Andes Water Treatment Plant and professional administration of the same facility for a period of two years.

Proposed by: Councilman Moshier

Seconded by: Councilman Cole

Roll Call:

Councilman Moshier-----Aye

Councilman Cole-----Aye

Councilman Hall-----Absent & Excused

Councilman Gabriel-----Aye

Supervisor Gladstone-----Aye

Sewer-

Resolution 36 of 2019 Cedarwood Environmental Services Contract-WWTP

BE IT RESOLVED, that the Andes Town Board hereby enters into a contract with Cedarwood Environmental Services for the operation of the Andes Wastewater Treatment Plant and professional administration of the same facility for a period of two years.

Proposed by: Councilman Gabriel

Seconded by: Councilman Moshier

Roll Call:

Councilman Moshier-----Aye

Councilman Cole-----Aye

Councilman Hall-----Absent & Excused

Councilman Gabriel-----Aye
Supervisor Gladstone-----Aye

Resolution 37 of 2019 Cedarwood Environmental Services Contract-O&M Budget

BE IT RESOLVED, that the Andes Town Board hereby enters into a contract with Cedarwood Environmental Services for oversight of the Wastewater Treatment Plant O&M Budget process established by the Agreement between the Andes Sewer District and NYC Department of Environmental Protection for a period of five years.

Proposed by: Councilman Moshier
Seconded by: Councilman Cole

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

Public Comments/Questions:

N/A

Adjourn:

Motion to adjourn made by Councilman Moshier, Seconded by Councilman Cole. All in favor, Councilman Hall-Absent & Excused. 7:37PM.

November Highway Report

This month we worked on getting some roads touched up for winter on the 9th and 10 we worked on a couple of rough spots on Cross Mt. rd.

The 15th men filled pot holes, cut chipped trees on Bussey Hollow. Checked on a complaint on Cross mountain RD. complaint was that the screened gravel we used was soft. it had rained earlier that week found it to be passable.

The 16th men put spring in 315 our 09 freightliner. Put pipe in Dibble Rd. trucks 328 and 326 went for inspection both passed.

Oct 17th rain during day was 2.5 inches plus men checked all roads found some pipes plugged and trees down took care of them. I made a trip out to Cross mountain to check on condition on road about 830 am found it to be in good condition.

Oct 18th had men recheck all roads found a few trees down and Mary Smith had beaver problem again broke dam we will be keeping an eye on this problem.

Oct 21st received letter of resignation from Eric Reed his last day will be November 9th will be sorry to see him go, he was an asset to the town and kept thing interesting! Men rebuilt headwall on Barkaboom Rd cut brush.

Oct 22nd County helped us with a plugged pipe on Beech hill then everyone went to Barkaboom and fixed ditch above Shane Mosher.

Oct 23rd truck 327 went for inspection it passed. Worked on trucks.

Oct 24th touched up Highlands, worked on equipment.

Oct 25th worked Weaver Hollow; put in 40 ft. driveway pipe on Dibble Rd. cleaned up out back of shop.

Oct 28th check roads clean ditch on Fish Hollow, replace turbo pipe and fan on 328, fill pot holes.

Oct 29th Fixed ditches and ditch on Dingle Hill spread cold patch by Ridge road toward rt. 30 I called DEP. About pot holes at bottom of Dingle Hill Thank you Larry Hoyt for getting them fixed.

Oct 30th Fixed edge of road by Winkler's and Upper Dingle hill placed rocks at charging station, cut large over hanging branch on Hyzer hill put and rolled millings in soft spot on Bullet hole rd.

Oct 31st shop day work on sanders

Nov 1st storm high winds trees down men took care of them.

Nov 4th fixed water problem .8 mile on Hillside rd. yes it is part of our road I measured it out 3 times before repairing it. Sent the grader to post road to take care of a low spot in road worked it and put a load of millings on it. Lent our broom to Town of Bovina they had a break down and needed ours. worked on plow trucks.

Nov5th Received official notice of violation and order to comply. It has been posted as required. We have already addressed the problems of notice and already talked with dept. of labor. I need to set up a day for noise monitoring of chipper and site inspection will be done that day. Men worked on trucks and plowing equipment.

I would like to thank the board for the purchase of a 2005 Gradall from the Delaware county dept. of public works this will help us in the maintaining of our ditches and general care of our roads. I and the employee's appreciate your efforts in obtaining equipment to help us do our jobs more effectually.

Respectfully submitted


John R Bouton

Local Law 2 of the year 2019

Town of Andes County of Delaware

A local law to override the tax levy limit established in General Municipal Law 3-c

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Andes, County of Delaware pursuant to General Municipal Law § 3-c, and to allow the Town of Andes, County of Delaware to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the town board for the fiscal year 2020 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Andes, County of Delaware is hereby authorized to adopt a budget for the fiscal year 2020 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

TOWN BUDGET

For 2020


TOWN OF ANDES

In County of Delaware

CERTIFICATION OF TOWN CLERK

I, Kimberly A. Tosi, Town Clerk, certify that the following is a true and correct copy of the 2020 budget of the Town of Andes as adopted by the Town Board on the 7th day of November, 2019

Signed: _____



Town Clerk

Dated: _____

11/8/2019

**Town of Andes
2020 Budget**

	Actual 1/1-9/18/19	2019 Budget	Tentative	2020 Budget Preliminary	Adopted
Income					
A1001 Property Taxes	679,827.00	679,827.00	700,971.00	697,952.00	702,952.00
A1090 Int. & Penalty on Taxes	8,883.65	10,000.00	10,000.00	10,000.00	10,000.00
A1255 Town Clerk Fees	918.45	800.00	800.00	800.00	800.00
A2115 Planning Board Fees	300.00	0.00	0.00	0.00	0.00
A2190 Sale of Cemetary Lots	200.00	0.00	0.00	0.00	0.00
A2401 Interest & Earnings	359.26	750.00	750.00	750.00	750.00
A2555 Licenses & Bldg. Permits	8,988.11	5,000.00	5,000.00	5,000.00	5,000.00
A2610 Fines & Bail	5,730.00	7,500.00	7,500.00	7,500.00	7,500.00
A2611 Dog Money	244.00	300.00	300.00	300.00	300.00
A2770 Election Exp. Reimbursed	0.00	4,000.00	4,000.00	4,000.00	4,000.00
A3001 Per Capita State Aid	0.00	8,000.00	8,000.00	8,000.00	8,000.00
A3004 - Youth Program	350.00	350.00	350.00	350.00	350.00
A3005 Mortgage Tax	16,727.23	25,000.00	25,000.00	25,000.00	25,000.00
A599 Appropriated Fund Balance	0.00	0.00	0.00	0.00	0.00
Total Income	722,527.70	741,527.00	762,671.00	759,652.00	764,652.00

A1010.1 Councilman Salary	11,999.88	16,000.00	16,000.00	16,000.00	16,000.00
A1110.1 Justice Salary	12,819.78	17,093.00	17,606.00	17,606.00	17,606.00
A1110.11 Justice Clerk	5,354.40	6,924.00	7,132.00	7,132.00	7,132.00
A1110.4 Justice Expense	3,294.49	4,400.00	4,400.00	4,400.00	4,400.00
A1220.1 Supervisor Salary	11,999.97	16,000.00	16,000.00	16,000.00	16,000.00
A1220.13 Dept Supervisor Salary	412.47	550.00	550.00	550.00	550.00
A1220.4 Supervisor Expense	6,314.33	1,500.00	1,700.00	1,700.00	6,700.00
A1220.41 Bookkeeper Contractual	7,279.66	10,500.00	10,500.00	10,500.00	10,500.00
A1330.1 Tax Collector Salary	6,525.00	8,700.00	8,700.00	8,700.00	8,700.00
A1330.4 Tax Collector Expense	517.06	1,000.00	900.00	900.00	900.00
A1355.1 Assessor Salary	32,400.13	44,337.00	46,554.00	46,554.00	46,554.00
A1355.11 Bd. Of Assessment Rev.	800.00	800.00	800.00	800.00	800.00
A1355.4 Assessor Expense	5,468.84	6,320.00	4,200.00	4,200.00	4,200.00
A1410.1 Town Clerk Salary	18,509.61	25,329.00	28,329.00	28,329.00	28,329.00
A1410.11 Dept Town Clerk Salary	1,136.25	1,600.00	1,600.00	1,600.00	1,600.00
A1410.4 Town Clerk Expense	1,155.63	1,500.00	1,700.00	1,700.00	1,700.00
A1420.11 Attorney (Merzig)	4,304.00	4,304.00	4,304.00	4,304.00	4,304.00
A1420.4 Attorney Expense	538.62	2,000.00	2,000.00	2,000.00	2,000.00
A1450.4 Election Expense	280.00	4,240.00	4,240.00	4,240.00	4,240.00
A1460.1 R.M.O. Salary	1,004.72	1,375.00	1,375.00	1,375.00	1,375.00
A1460.4 R.M.O. Expense	0.00	0.00	0.00	0.00	0.00
A1620.4 Bid. Expense Town Hall	12,840.40	15,000.00	15,000.00	13,000.00	13,000.00

Town of Andes
2020 Budget

	Actual 1/1-9/18/19	2019 Budget	2020 Budget		
			Tentative	Preliminary	Adopted
A1620.41 Bld. Expense Court	5,453.76	6,000.00	6,500.00	6,500.00	6,500.00
A1620.42 Train Station Expense	801.28	1,000.00	1,000.00	1,000.00	1,000.00
A1650.2 Shared Vehicle Expense	413.72	2,000.00	2,000.00	2,000.00	2,000.00
A1670.4 Central Mailing & Print	4,264.30	5,000.00	5,500.00	5,500.00	5,500.00
A1910.4 Insurance	46,900.60	48,000.00	48,000.00	48,000.00	48,000.00
A1920.4 Municipal Dues	2,000.00	2,100.00	2,100.00	2,100.00	2,100.00
A1990.4 Contingency	0.00	10,000.00	10,000.00	10,000.00	10,000.00
A3310.1 School Cross Gd.	1,080.60	1,801.00	1,855.00	1,855.00	1,855.00
A3510.1 Dog Control Off. Sal.	2,482.47	3,310.00	3,310.00	3,310.00	3,310.00
A3510.4 Dog Control Exp	0.00	100.00	100.00	100.00	100.00
A4010.1 Health Officer Salary	0.00	828.00	828.00	828.00	828.00
A4020.1 Reg. of Vital Stat. Sal	1,004.72	1,375.00	1,375.00	1,375.00	1,375.00
A5010.1 Hwy Supt Salary	35,376.48	48,410.00	51,315.00	51,315.00	51,315.00
A5010.12 Deputy Hwy Supt Salary	0.00	853.00	853.00	853.00	853.00
A5010.4 Hwy Supt Expense	417.48	700.00	900.00	900.00	900.00
A5032.4 Hwy Garage Expense	10,856.78	33,000.00	33,000.00	33,000.00	33,000.00
A6510.4 Andes American Legion	450.00	450.00	450.00	450.00	450.00
A6772.4 Andes Senior Citizens	1,150.00	1,150.00	1,150.00	1,150.00	1,150.00
A7110.4 Parks	0.00	0.00	0.00	2,000.00	2,000.00
A7140.1 Pool Employee Wages	27,512.80	31,000.00	31,000.00	31,000.00	31,000.00
A7140.4 Pool Expense	12,013.16	21,100.00	24,000.00	24,000.00	24,000.00
A7410.4 Library	39,600.00	39,600.00	39,600.00	39,600.00	39,600.00
A8010.1 Code Enforcement Off.	4,407.24	6,031.00	7,500.00	6,031.00	6,031.00
A8010.11 ZBA Clerk	1,177.47	1,570.00	1,570.00	1,570.00	1,570.00
A8020.1 Building Insp. Salary	21,155.74	28,950.00	30,500.00	28,950.00	28,950.00
A8020.13 Planning Bd Clerk Sal.	2,718.72	3,625.00	3,625.00	3,625.00	3,625.00
A8020.4 CEO/Bdln/PIBd/ZBA Exp.	5,092.97	1,200.00	1,500.00	1,500.00	1,500.00
A8030.4 Planning & ZBA	786.98	850.00	850.00	850.00	850.00
A8020.41 Del. Co. Planning Bd.	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
A8160.1 Transfer Stn Att Wages	11,250.44	15,012.00	15,500.00	15,500.00	15,500.00
A8160.11 Transfer Stn Seasonal	3,022.59	3,040.00	3,200.00	3,200.00	3,200.00
A8160.4 Transfer Station Exp.	15,503.73	15,000.00	16,000.00	16,000.00	16,000.00
A9055.8 Unemployment Taxes	899.35	2,500.00	2,000.00	2,000.00	2,000.00
A9010.8 State Retirement	0.00	35,000.00	35,000.00	35,000.00	35,000.00
A9030.8 Social Security	16,196.80	22,000.00	22,800.00	22,800.00	22,800.00
A9060.8 Health Insurance	43,658.93	58,000.00	59,000.00	59,000.00	59,000.00
A9962.4 Drug Testing & Training	252.00	1,000.00	1,000.00	1,000.00	1,000.00
A9730.6 BAN Principal	47,000.00	47,000.00	52,200.00	52,200.00	52,200.00
A9730.7 BAN Interest	23,887.50	47,000.00	45,500.00	45,500.00	45,500.00
A8810.4 Shavertown Cemetery	439.90	1,500.00	1,500.00	1,500.00	1,500.00
A8810.41 Rural Cemetery	100.00	1,500.00	1,500.00	1,500.00	1,500.00
Total Appropriations	537,783.75	741,527.00	762,671.00	759,652.00	764,652.00

	Actual 1/1-9/18/19	2019 Adopted Budget	2020 Budget Preliminary	2020 Budget Adopted
Income				
DA1001 Property Taxes	940,500.00	940,500.00	1,087,000.00	972,700.00
DA2300 Transportation Services	0.00	10,000.00	10,000.00	10,000.00
DA2301 Services to Other Govts	10,448.27	20,000.00	20,000.00	20,000.00
DA2401 Interest & Earnings	365.83	1,000.00	1,000.00	1,000.00
DA2701 Scrap Metal	161.92	500.00	500.00	500.00
DA2770 Unclassified Revenue	83.54	1,000.00	1,000.00	1,000.00
DA3501 CHIPS	225,573.57	300,000.00	300,000.00	300,000.00
DA599 Appropriated Fund Balance	0.00	65,000.00	0.00	65,000.00
Total Income	1,177,133.13	1,338,000.00	1,419,500.00	1,370,200.00
Appropriations				
DA5110.1 General Repairs Salary	161,044.92	176,000.00	181,000.00	181,000.00
DA5110.4 General Repair Expense	83,282.50	193,000.00	193,000.00	173,700.00
DA5112.2 CHIPS Project Capital	61,530.24	300,000.00	300,000.00	300,000.00
DA5120.4 Bridge Expense	0.00	4,000.00	4,000.00	4,000.00
DA5130.2 Machinery - Equipment	0.00	15,000.00	30,000.00	22,000.00
DA5130.4 Machinery Expense	80,285.24	140,000.00	145,000.00	145,000.00
DA5142.1 Snow Removal Salary	104,936.04	185,000.00	191,000.00	191,000.00
DA5142.4 Snow Removal Expense	70,235.08	80,000.00	120,000.00	98,000.00
DA9010.8 State Retirement	0.00	42,000.00	50,500.00	50,500.00
DA9030.8 Social Security	20,570.37	28,000.00	28,500.00	28,500.00
DA9050.8 Unemployment Insurance	807.81	2,500.00	1,500.00	1,500.00
DA9055.8 Disability Insurance	683.46	500.00	1,000.00	1,000.00
DA9060.8 Health Insurance	74,194.49	110,000.00	112,000.00	112,000.00
DA9730.6 BAN Principal	57,459.80	58,000.00	58,000.00	58,000.00
DA9730.7 BAN Interest	2,124.72	4,000.00	4,000.00	4,000.00
Total Appropriations	717,154.67	1,338,000.00	1,419,500.00	1,370,200.00

ANDES SEWER DISTRICT #1
Operation and Maintenance Budget 2020

Code	Expenditure Type	2018 Adopted	2019 Adopted	2019 Expended To 8/19	2020 Proposed	Notes	
0.1	Personal Services	\$11,700.00	\$12,000.00	\$ 12,000.00	\$12,360.00	1	
0.2	Asset Management Qualified purchases	\$5,000.00	\$3,000.00	\$4,307.06	\$4,500.00	3	
0.401	Lab Testing Supplies	\$2,000.00	\$2,000.00	\$639.26	\$1,500.00	2	
0.403	Chemical Supplies - primary	\$5,000.00	\$4,500.00	\$3,459.50	\$6,000.00	3	
0.403	Chemical Supplies - secondary	\$8,000.00	\$8,000.00	\$4,090.50	\$8,000.00	N/C	
0.407	Office Supplies	\$1,000.00	\$1,000.00	\$658.26	\$1,100.00	3	
0.409	Working Supplies	\$4,000.00	\$2,000.00	\$567.49	\$1,500.00	2	
0.41	Postage/Delivery Fees	\$750.00	\$900.00	\$11.71	\$900.00	N/C	
0.42	Telephone/Internet	\$3,250.00	\$3,500.00	\$2,803.22	\$4,600.00	3	
0.421	Utilities – demand	\$12,500.00	\$12,500.00	\$7,882.26	\$13,000.00	3	
0.421	Utilities – supply	\$20,000.00	\$22,300.00	\$9,955.52	\$22,000.00	2	
0.422	Utilities Fuel Supplies	\$12,285.00	\$9,000.00	\$2,744.66	\$8,000.00	2	
0.43	Lease/Rental Agrmnts	\$0	\$0	\$0.00	\$0	N/C	
0.431	Maintenance Contractual	\$15,350.00	\$12,155.00	\$1,876.29	\$8,000.00	2	
0.44	Maint./Rep. Bldg/Grnds	\$5,500.00	\$6,000.00	\$1,966.98	\$8,000.00	10	
0.441	Maint/Rep Equipment	\$5,250.00	\$5,000.00	\$5,887.84	\$8,000.00	3	
0.442	Maint./Rep Collection sys	\$10,000.00	\$10,000.00	\$266.28	\$10,000.00	N/C	
0.451	Fees/Dues	\$3,330.00	\$4,585.00	\$2,116.00	\$4,600.00	3	
0.452	Insurance	\$11,500.00	\$12,000.00	\$0.00	\$12,000.00	N/C	
0.46	Admin Serv Legal	\$9,375.00	\$9,375.00	\$5,491.25	\$2,000.00	8	
0.463	Professional Services	\$15,000.00	\$15,000.00	\$4,172.50	\$22,000.00	9	
0.464	Purchased Services	\$279,127.00	\$285,857.00	\$190,384.76	\$293,756.00	7	
0.465	Liquid Sludge Handling	\$10,050.00	\$9,150.00	\$4,800.00	\$9,000.00	2	
0.467	Septage management	\$4,000.00	\$3,000.00	\$1,000.00	\$3,000.00	N/C	
0.48	Contingency	\$0	\$0	\$0	\$0	N/C	
0.481	MBR Cap Acct	\$3,000.00	\$3,000.00	\$0	\$3,000.00	N/C	
0.482	Judgments/Claims	\$0	\$0	\$0	\$0	N/C	
	Soc. Security/Medicare	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	N/C	
Total NYCDEP shared cost		\$453,704.08	\$456,822.00	\$ 268,081.34	\$467,816.00	Town	\$32,088.31
	Debt Service – Principal	\$9,067.00	\$9,067.00	\$9,067.00	\$9,066.67		
		\$3,000.00	\$3,000.00	\$3,000.00	\$1,000.00		
TOTAL		\$470,034.00	\$468,889.00	\$ 280,148.34	\$477,882.67	Total	\$42,154.98

This budget represents a 1.9% increase over 2019.

- Notes:
1. Clerk receives annual increase of 3.0% as per employee contract.
 2. Modest decrease based on anticipated spending.
 3. This line is increased to reflect 2019 use.
 4. Reduced due to efficiency of new process.
 5. An analysis of the contractual costs show slightly higher costs for next year.
 6. This line shows increased hourly costs
 7. Contractual increases. (District Bookkeeper no change)
 8. Reduced to reflect Lucas taking over Reconciliations/Budgeting
 9. Increased to reflect Lucas taking over Reconciliations/Budgeting
 10. Increase do to transferring outdoor maintenance to Cedarwood in order to maintain security at the WWTP

Approved Budget 2020

Expenses	Budget 2019	Proposed 2020 Budget
Accounting Services	\$4,500.00	\$4,500.00
Advertising	\$320.00	\$500.00
Bills & Utilities: Allison Oil	\$7,500.00	\$6,000.00
Bills & Utilities: Dubbens LPG	\$1,000.00	\$1,000.00
Bills & Utilities: Electric	\$4,200.00	\$4,200.00
Bills & Utilities: MTC	\$1,750.00	\$1,500.00
Bills & Utilities: Water sewer	\$425.00	\$425.00
Bills & Utilities: Gas & Diesel	\$3,250.00	\$3,250.00
Bond Payment	\$25,500.00	\$25,500.00
Building Maintenance: Mowing	\$1,000.00	\$750.00
Building Maintenance: Snowplow	\$1,400.00	\$1,400.00
Other Building Maintenance	\$11,500.00	\$10,000.00
Building Upkeep	\$2,400.00	\$3,000.00
Election monitors		\$120.00
EMS Equipment Purchase		\$2,000.00
EMS Supplies	\$4,000.00	\$6,000.00
Equipment(Chief) Purchase	\$34,500.00	\$15,000.00
Equipment Rental	\$1,100.00	\$1,200.00
Equipment Repair Maintenance	\$6,000.00	\$8,000.00
Fire Protection: Beaverkill	\$7,000.00	\$7,000.00
Fire Protection: Middletown	\$3,500.00	\$3,500.00
Fire Protection; Arena	\$750.00	\$750.00
Fire Protection: Downsville	\$750.00	\$750.00
Insurance: Columbia (Life)	\$6,000.00	\$7,600.00
Insurance: Glatfelter (Cancer)	\$300.00	\$1,000.00
Insurance: Slaiter (Property & Auto)	\$15,000.00	\$18,000.00
Legal & Professional Fees	\$1,000.00	\$1,000.00
Office Supplies	\$0.00	\$500.00
Personnel: Treasurer	\$6,000.00	\$7,500.00
Personnel: Secretary	\$350.00	\$350.00
Pest Control	\$700.00	\$900.00
Physical exams	\$4,000.00	\$4,000.00
Stryker Last Payment	\$0.00	\$17,000.00
Security	\$0.00	\$500.00
Training (Commissioners & Board)	\$750.00	\$750.00
Trash Removal	\$750.00	\$750.00
Chiefs Car #171	\$500.00	\$500.00
Truck # 111	\$3,000.00	\$2,000.00
Truck #112		\$2,500.00
Truck # 141	\$500.00	\$3,000.00
Truck # 161	\$2,500.00	\$500.00
Truck # 162	\$1,000.00	\$1,000.00
Truck #163	\$1,500.00	\$500.00
ATV #172 & trailer	\$0.00	\$0.00
Snow #1 & trailer	\$0.00	\$0.00
Water #1 & trailer	\$0.00	\$0.00
Truck Hose Testing (Waterway)	\$1,800.00	\$1,800.00
Truck Pump Testing	\$500.00	\$2,550.00
Building Contingency	\$3,500.00	\$5,000.00
Equipment Contingency	\$3,500.00	\$8,500.00
OVERALL TOTAL	\$175,495.00	\$194,045.00
Service Award Program (LOSAP)	\$12,000.00	\$3,000.00
*****Amount requested from Town		\$195,765.00

Arena Fire District 2020 Budget Summary


Total Appropriations	\$	64,507.00
Less		
Estimated Revenues		\$20,024.00
Estimated Appropriated Unreserved Fund Balance		\$7,911.00
		\$27,935.00
 Amount to be Raised by Real Property Taxes	\$	36,572.00

TAX APPORTIONMENT

Town	Assessed Value (AV)	Equalization Rate (ER)	Full Valuation (AV/ER)	Total Full Valuation Percentage	Apportioned Tax Real Property Tax to be Raised
Middletown	\$ 37,370,145.00	102.00%	\$ 36,637,397.06	39.08%	\$ 14,293.82
Andes	\$ 39,311,603.00	100.00%	\$ 39,311,603.00	41.94%	\$ 15,337.15
Hardenburgh	\$ 10,318,778.00	58.00%	\$ 17,790,996.55	18.98%	\$ 6,941.03
Total			\$ 93,739,996.61	100%	\$ 36,572.00

<u>Town</u>	<u>Apportioned Tax</u>
Middletown	\$14,559.89
Andes	\$15,299.51
Hardenburgh	\$6,712.60
Total apportioned	\$36,572.00

I certify that the estimates were approved by the fire commissioners on Tuesday October 15, 2019



 Fire District Secretary

* In addition to the apportioned tax to cover budget appropriations of the fire district, the town of Hardenburgh must pay an apportioned amount of the Delaware county self-insurance plan, to be determined by the Delaware county Board of Supervisors in accordance with Local Law #2 of 1991 Delaware county.

Arena Fire District 2020 Budget

	<u>2020</u>	<u>2019</u>
Revenues		
Prior Year Balance	7911.00	9434.00
Real Prop Taxes	36572.00	36572.00
Workers Compensation, Town of Hardenburgh	2550.00	2550.00
Fire Protection Services	750.00	750.00
Interest and Earnings	50.00	50.00
Refunds of Expenditures	0.00	0.00
Gifts and Donations	16674.00	10752.26
Total Revenues	\$ 64,507.00	\$ 60,108.26
Appropriations		
Office Supplies	50.00	50.00
Postage	30.00	30.00
Printing and Supplies	40.00	40.00
Publication of Notices	50.00	50.00
Fuel	3000.00	3000.00
Telephone	1000.00	1000.00
Electric	900.00	900.00
Firefighter exp. Medical exams	800.00	800.00
Fire Protection	1750.00	1750.00
Repairs to Building	1200.00	1200.00
Maintenance Supplies	200.00	200.00
Maint & Repair to Apparatus	4000.00	4000.00
Gas & Oil	600.00	600.00
Workers Compensation, Town of Hardenburgh	2550.00	2550.00
Insurance	10500.00	10500.00
A3410.4 Total	\$ 26,670.00	\$ 26,670.00
<u>3410.2 Capital Equipment</u>	7000.00	7000.00
A3410.2 Total	\$ 7,000.00	\$ 7,000.00
A9901.9 Transfer to Reserve	12665.00	4443.26
A9790.6 Loan	18172.00	18172.00
Total Appropriations General Fund	\$ 64,507.00	\$ 56,285.26
Net Total	\$ -	\$ 3,823.00

rdb

Equalized Total Assessed Value 477,856,825

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	2	976,500	0.20
13100	CO - GENERALLY	RPTL 406(1)	1	345,400	0.07
13500	TOWN - GENERALLY	RPTL 406(1)	6	2,688,200	0.56
13510	TOWN - CEMETERY LAND	RPTL 446	7	142,000	0.03
13650	VG - GENERALLY	RPTL 406(1)	2	248,500	0.05
13660	VG - CEMETERY LAND	RPTL 446	1	68,800	0.01
13800	SCHOOL DISTRICT	RPTL 408	2	2,218,200	0.46
21600	RES OF CLERGY - RELIG CORP OWN	RPTL 462	5	1,217,700	0.25
25120	NONPROF CORP - EDUCL(CONST PR	RPTL 420-a	1	1,706,100	0.36
25130	NONPROF CORP - CHAR (CONST PR	RPTL 420-a	1	2,871,558	0.60
25300	NONPROF CORP - SPECIFIED USES	RPTL 420-b	2	522,100	0.11
26250	HISTORICAL SOCIETY	RPTL 444	2	297,600	0.06
26400	INC VOLUNTEER FIRE CO OR DEPT	RPTL 464(2)	1	476,000	0.10
27350	PRIVATELY OWNED CEMETERY LANI	RPTL 446	3	50,700	0.01
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	2	4,300	0.00
41123	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	33	579,555	0.12
41126	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	1	18,000	0.00
41133	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	33	924,625	0.19
41136	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	1	30,000	0.01
41143	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	13	482,360	0.10
41146	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	1	60,000	0.01
41700	AGRICULTURAL BUILDING	RPTL 483	10	532,982	0.11
41720	AGRICULTURAL DISTRICT	AG-MKTS L 305	55	4,129,236	0.86
41730	AGRIC LAND-INDIV NOT IN AG DIS	AG MKTS L 306	14	610,787	0.13
41800	PERSONS AGE 65 OR OVER	RPTL 467	1	42,200	0.01
41806	PERSONS AGE 65 OR OVER	RPTL 467	34	2,557,810	0.54
42100	SILOS, MANURE STORAGE TANKS,	RPTL 483-a	17	281,406	0.06

Equalized Total Assessed Value 477,856,825

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
47460	FOREST LAND CERTD AFTER 8/74	RPTL 480-a	42	5,674,550	1.19
49500	SOLAR OR WIND ENERGY SYSTEM	RPTL 487	1	29,500	0.01
50000	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	8	2,733,300	0.57
50001	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	4	0	0.00
50006	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	1	0	0.00
51000	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	1	290,033	0.06
Total Exemptions Exclusive of System Exemptions:					6.23
Total System Exemptions:					0.63
Totals:					6.87

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

Town of Andes 2020 Salaries

Name	Office	Salary
Wayland Gladstone	Supervisor	\$16,00.00
Shayne Moshier	Deputy Supervisor	\$550.00
Ritchie Gabriel	Councilman	\$4000.00
Dale Cole	Councilman	\$4000.00
Shayne Moshier	Councilman	\$4000.00
Thomas Hall	Councilman	\$4000.00
Kimberly A. Tosi	Town Clerk	\$28,329.00
Kimberly A. Tosi	Water Clerk	\$930.00
Kimberly A. Tosi	Sewer Clerk	\$12,360.00
Kimberly A. Tosi	Records Management	\$1375.00
Kimberly A. Tosi	Registrar	\$1375.00
Lauren Green	Deputy Town Clerk	\$15.00/hour
Tina Moshier	Assessor	\$46,554.00
Arthur Short	Building Inspector	\$28,950.00
Arthur Short	Code Enforcement Officer	\$6,031.00
Thomas Joyce	Town Justice	\$8,803.00
Nicholas Burton	Town Justice	\$8,803.00
Carrie Hewitt Choquette	Town Court Clerk	\$14.99/hour
David Merzig	Town Attorney	\$4,304.00
Christopher Short	Transfer Station Attendant	\$16.47/hour
	Transfer Station Seasonal	\$11.80/hour
Margaret Moshier	Tax Collector	\$8,700.00
Jason Mondore	Dog Control Officer	\$3,310.00
JoAnne Boerner	ZBA Clerk	\$1,570.00
JoAnne Boerner	Planning Board Clerk	\$3,625.00
John Bouton	Highway Superintendent	\$51,315.00
Roger Robson	Deputy Town Highway Superintendent	\$853.00
Daniel Melvin	Heavy Equipment Operator	\$21.22/hour
Gordon Gardner	Heavy Equipment Operator	\$21.22/hour
Brian McIntosh	Heavy Equipment Operator	\$21.22/hour
Roger W. Robson	Heavy Equipment Operator	\$21.67/hour
Michael Terry	Heavy Equipment Operator	\$21.22/hour
Gregory Montminy	Heavy Equipment Operator	\$21.22/hour
Jason Brandenburg	Heavy Equipment Operator	\$21.22/hour
Ernst Bilzer	Heavy Equipment Operator	\$21.22/hour
Dr. Freeman	Health Officer PT	\$828.00
Various	Lifeguard	\$12.00/hour
Various	Lifeguard w/ WSI	\$13.00/hour
Rachel Andrews	Recreation Director	\$17.75/hour

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
November 6, 2019**

1. Water System

Daily usage of treated water from the water system averaged 18,500 gallons per day for the month of October 2019.

2. Plant Purchases

Filters at a cost of \$909.40 from Mountain Filtration Systems.

3. O&M

Changed some filters in October 2019.

4. Equipment

5. Distribution System

6. Library Well

Ran well on October 16, 2019.



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 12th day of September, 2019 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 - \$75 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 - \$140 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)	\$140.00 per hour
Corporate Management	\$120.00 per hour
Operations	\$90.00 per hour
Mechanic	\$80.00 per hour*
Laborer	\$70.00 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 2020 - One Thousand one hundred and Thirty-five dollars (\$1,200.00) and for contract year 2021 - One Thousand one Hundred and Sixty-seven dollars (\$1,250.00) 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, 2020 THROUGH DECEMBER 31, 2021. 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.

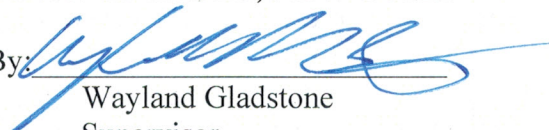
- (5) REMEDIES.** Except as may be otherwise provided in this Agreement, claims, counter-claims, disputes, and other matters in question between Owner and the Operator arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in 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.

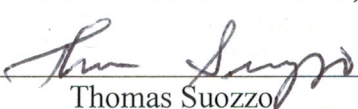
IN WITNESS WHEREOF, the Owner and the Operator have hereto set their hands the day and year first above mentioned.

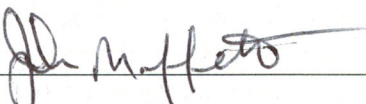
TOWN OF ANDES, NEW YORK

By: 
Wayland Gladstone
Supervisor

Attest: 

DELAWARE OPERATIONS, INC.

By: 
Thomas Suozzo
President

Attest: 

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
November 6, 2019**

1. WWTP Plant

Plant effluent flow averaged 47,000 gallons per day for the month of October 2019.

2. SPDES Compliance/NYSDEC, NYCDEP

The plant discharges treated effluent to the Tremper Kill Brook. The WWTP was in compliance for all parameters for the month of October 2019.

3. Collection System.

Inflow and Infiltration issues.

4. Plant Purchases.

Patched blacktop (requested by NYSDOT) on streets from previous repairs at a cost of \$5849.00 to Delaware Bulldozing. Pumped five septic tanks on Gladstone Hollow septic system at a cost of \$1250.00 to Allen Septic Service.

5. Plant O&M

All running well.

6. Plant Equipment.

7. Gladstone Hollow Septic System

AGREEMENT
BETWEEN THE TOWN OF ANDES, NEW YORK
AND CEDARWOOD ENVIRONMENTAL SERVICES
FOR WWTP O&M BUDGET RECONCILIATION SERVICES

THIS AGREEMENT made the 12 day of September, 2019 by and between the TOWN OF ANDES, NEW YORK, (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 Consultant).

WITNESSETH:

WHEREAS, the Owner is desirous to contract for oversight of the Wastewater Treatment Plant O&M Budget process as established by the Agreement between the Owner and the NYC Department of Environmental Protection for a period of five (5) year;

AND WHEREAS, the Owner is desirous of entering into an agreement for the purchase of services of the Consultant to complete the agreed upon tasks as they relate to the O&M Budget of the Wastewater Treatment Plant for a period of five (5) year;

AND WHEREAS, the Consultant has submitted a proposal to the Owner for said O&M Budget Services, including support services, supervision and general administration, the Owner now desires to enter into an agreement with the Consultant.

THEREFORE, the Owner and the Consultant do mutually agree as follows:

1. The Consultant shall provide the following routine services to the Owner, subject to mutually agreed upon modification at any time by the Owner:
 - a. Work with the Owner's Accounting Personnel to track Watershed Equipment and Methods related costs.
 - b. Work with the Owner's Accounting Personnel to identify and differentiate O&M costs covered under the NYCDEP O&M Agreement and O&M costs not covered under the NYCDEP O&M Agreement.
 - c. Work with the Owner's Accounting Personnel to prepare the annual reconciliation in accordance with the NYCDEP O&M Agreement. The reconciliation statement shall reconcile estimated amounts versus actual costs expended in the preceding budget year.
 - d. Maintain and make available documentation to support the annual reconciliation.

- e. Address disputes involving reconciliation issues with NYCDEP. Please note that legal services and representation are not part of the Scope of Work defined in this Agreement.
 - f. Work with the Owner and/or the Owner's Accounting Personnel to prepare and submit the annual O&M Budget in the format and time frame required by the NYCDEP O&M Agreement.
 - g. Work with the Owner and/or the Owner's Accounting Personnel to prepare documentation requisite to validate the budget in the form required by the NYCDEP O&M Agreement.
 - h. Address disputes involving budget issues with NYCDEP. Please note that legal services and representation are not part of the Scope of Work defined in this Agreement.
 - i. Prepare and submit quarterly invoice(s) to the City of New York in accordance with the NYCDEP O&M Agreement.
2. The Owner and/or Owner's Accounting Personnel will be responsible to send via the most efficient method all relevant data and documentation to the Consultant on an as needed basis.
 3. Should the Consultant be required to provide services beyond the above Mentioned routine services detailed in items 1 and 2, 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)	\$130.00 per hour
Corporate Management	\$95.00 per hour
Operations	\$80.00 per hour
Mechanics	\$65.00 per hour
Laborer	\$55.00 per hour

4. Termination: This Agreement may be terminated in whole or in part in writing by the Owner and/or the Consultant 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. The Consultant will be entitled to be paid for services rendered up to the effective date of termination.

The Owner shall pay to the Consultant, for the above mentioned routine services, a yearly sum not expected to exceed \$12,500.00.

Billing for the above mentioned routine personnel services will be on a time and materials basis. Consultant services will be billed at an hourly rate of \$80.00. Materials

classified as direct expenses (travel, postage, reproduction, etc.) will be billed on the monthly invoice at cost.

The contract Agreement duration will run from JANUARY 1, 2020 through DECEMBER 31, 2024. Invoices will be submitted on a monthly basis to the Owner and payments are due to the Consultant within thirty (30) days of the invoice date.

Additional Services found below in Item 5 are exceptional to the routine services identified in Items 1 and 2 and are to be provided by the Consultant solely at the specific request of the Owner and only as requested and required by NYCDEP:

5. With respect to the New York City O&M Agreement (herein referred to as the City O&M Agreement), the Consultant will provide the following administrative services in conjunction with the Owner and only with the prior approval of the Owner:
 - a. Tracking changes to the State and Federal regulations regarding regulatory upgrade.
 - b. Updating the O&M Manual as necessary to be in compliance with Section 18-36(a) (4) of the Watershed Regulations.
 - c. Track allowable litigation costs.
 - d. Track allowable fines and penalties.
 - e. Address budget disputes with the City.
 - f. Maintain and make available documentation including purchase orders, paid bills, cancelled checks, certified payroll and machinery use records.
 - g. Address disputes involving reconciliation with NYC. Legal services are not a part of this Scope of Work.
 - h. Administer and track the mandatory clauses for all contractors, subcontractors, and employees in accordance with the City O&M Agreement.
 - i. Ensure that all contracts contain the mandatory provisions in accordance with the City O&M Agreement including the provisions, which require the subcontractor to perform all work in accordance with the O&M Manual and in accordance with all applicable laws.
 - j. Ensure all contractors comply with Vendex.
 - k. Maintain files such that all non-privileged materials and documents that are prepared pursuant to the Agreement can be forwarded to the

City upon request. Records must be in an accessible file. Records must include financial records, receipts, management disbursement of funds. Records must be maintained for seven (7) years.

- l. Prepare an annual report of (i) any unanticipated Operation and Maintenance problems arising during the preceding year and measures taken to address such problems; (ii) any violations of the SPDES permit during the preceding year and measures taken to address such violations, (iii) any recommended changes to the O&M Manual and reasons therefore, (iv) any foreseeable unusual and large operation and maintenance expenses in the upcoming year and (v) any other matters the City requires to be addressed in the report.
- m. Ensure that any consultant, contractor and subcontractor retained by the Owner shall have any insurance in the amount and scope sufficient to protect the interest of the City. The Owner is to provide the City at the beginning of each fiscal year with documentation of all insurance policies to be held by the Owner and the Owner's contractor, consultants, and subcontractors. The documentation must be in a form acceptable to the City. The owner may request the City's confirmation that it is acceptable.
- n. Notify the City of any force majeure event.
- o. Cooperate with any investigation or audit inquiry.

The Consultant shall invoice on a monthly basis, the Owner for the additional services rendered under Item 5 at the hourly rate of \$80.00. It is to be understood that services identified in Item 5 shall be provided by the Consultant in conjunction with the Owner only with prior authorization from the Owner.

IN WITNESS, WHEREOF, The Owner and the Consultant have hereunto set their hands the day and year first above mentioned.

**VILLAGE OF ANDES,
NEW YORK**

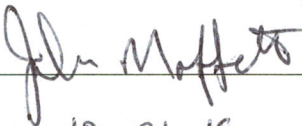
By: 
Wayland Gladstone,
Town Supervisor

Attest: 

Date: 11/7/2019

**CEDARWOOD
ENVIRONMENTAL
SERVICES**

By: 
Thomas Suozzo, President

Attest: 

Date: 10-21-19



AGREEMENT

BETWEEN TOWN OF ANDES

ANDES, NEW YORK

**AND DELAWARE OPERATIONS, INC.
(DBA: CEDARWOOD ENVIRONMENTAL SERVICES)**

FOR SERVICES AS A CONTRACT OPERATOR

THIS AGREEMENT made the 6th day of September, 2019, by and between TOWN OF ANDES located at Andes, New York (herein referred to as the 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 operation of their Wastewater Treatment Plant located in Andes, New York, and to maintain the professional administration of that facility [i.e., refers to management of the daily scheduled operation of the facility],

AND WHEREAS, THE OWNER is desirous of entering into an agreement for the purchase of services for THE OPERATOR to complete the agreed upon tasks as they relate to the operation of the Wastewater Treatment Facility,

AND WHEREAS, THE OWNER now desires to enter into an agreement for a period of five (5) years commencing January 1, 2020 and ending December 31, 2024 and thereafter on a basis of mutual agreement by the parties,

THEREFORE, THE OWNER and THE OPERATOR do mutually agree as follows:

- (1) THE OPERATOR shall provide the following services to THE OWNER.
 - a. All personnel services for the operation of the facility. Staff provided by THE OPERATOR for the Wastewater Treatment Facility will meet all NYSDEC certification requirements throughout the contract duration. Staffing scheduling will be adequate to maintain and operate the facility throughout the contract duration.
 - b. All routine maintenance and usual repairs.

- c. Administration including:
 1. Planning
 2. State and City operational reports
 3. State and City inspections
 4. Monthly reports to THE OWNER as needed
 5. SPDES permit application when applicable
 6. Coordinating the preventative maintenance program
 7. Attend meeting as required

- d. Engineering support [by non-operations personnel] associated with normal plant operations. Additional engineering support services [i.e., beyond the scope of this contract] would include, in general, work which results from unanticipated events/occurrences that occur through no fault of THE OPERATOR [e.g., unplanned releases or upsets which result in SPDES violations or non-typical regulatory coordination/interaction, work associated with Consent Order, etc.]

- e. Sampling and analysis including:
 - Collecting samples for on-site and contract laboratory analysis for SPDES
 - Completing chain-of-custody forms and packaging samples, for subsequent shipment by THE OWNER to the contract laboratory
 - Performance of on-site analyses for SPDES and operations control utilizing equipment provided at the facility

- (2) THE OWNER agrees to provide the following in conjunction with the operation of the facility:
 - a. Snow removal
 - b. Utilities
 - Electric
 - Fuel oil, propane, and/or natural gas
 - c. Equipment, Materials, and Supplies
 - d. Outside Analyses Shipping and Contract Costs
 - e. Sludge Disposal and Hauling Costs including Tipping Fees, if applicable
 - f. Specialized Maintenance Contracts
 - g. Lawn Care Equipment (THE OPERATOR will provide manpower, [above contract costs at the current prevailing wage rate] to operate the lawn care equipment and provide lawn mowing services at the facility)
 - h. Water
 - i. Chemicals associated with the operation of the wastewater facility
 - j. Nutrient supplement associated with the operation of the wastewater facility
 - k. SPDES Permit Fee
 - l. Plant Insurance

- m. Capital Improvement
 - n. All Excavation work
- (3) **BUDGETING:** THE OPERATOR shall provide O&M Budget preparation and reconciliation for NYCDEP in conjunction with THE OWNER, at the owner's request. This work will be considered a separate function and invoiced separately as O&M Engineering Overview.
- (4) **ADDITIONAL SERVICE.** In the event THE OWNER desires additional services to be rendered by THE OPERATOR in connection with the operation of the Plant, beyond the scope of the services described in this Agreement, THE OPERATOR agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis. THE OPERATOR without prior approval of THE OWNER shall undertake no additional work. THE OPERATOR will accept no financial liability including fine and/or penalties resulting from THE OWNER's failure to approve requested work.
- (5) **CONFLICT OF INTEREST.** THE OPERATOR stipulates that, upon information and belief, no member of the governing body of THE OWNER, or officer or employee of THE OWNER, forbidden by Law, is interested in, will derive benefit from, or is a party of to this Agreement.
- (6) **PROVISIONS OF LAW.** All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.
- (7) **RESPONSIBILITY.** Under this Contract, THE OPERATOR shall manage the Wastewater Treatment Facility in a professional manner at all times. THE OPERATOR shall be responsible for operating the treatment processes in the best possible way to meet all SPDES Permit parameters, including effluent quality, submission of reports, and solids handling. THE OPERATOR shall be responsible to establish and follow a Preventative Maintenance Program and the overall maintenance for the equipment at the facility, with the understanding that THE OPERATOR will obtain authorization for any corrective maintenance from the THE OWNER's designated representative before proceeding and such cost will be negotiated in addition to the terms of this agreement. THE OPERATOR will accept no financial liability including fines and/or penalties resulting from THE OWNER's failure to approve requested work. THE OPERATOR will administer all emergency repairs on a dollar for dollar reimbursement from THE OWNER. The expenditure for emergency repairs shall not exceed \$500 per emergency without approval from the THE OWNER's representative. THE OPERATOR shall clean the interior of the buildings regularly.

(8) **TERMINATION.**

- (a) This agreement may be terminated in whole or in part in writing by the THE OWNER and/or THE 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 termination for default is effected by THE OWNER, an equitable adjustment in the price provided for in this sub-agreement shall be made, 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 termination for default is effected by THE OPERATOR, or if termination for convenience is effected by THE OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any 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 THE 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 THE OWNER. During this period, THE OPERATOR shall work with THE 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 THE 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 THE OWNER's designated representative, contractor, and/or employee.

- (9) **REMEDIES.** Except as may be otherwise provided in this agreement, all claims, counter-claims, disputes, and other matters in question between THE 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 THE OWNER is located. The parties agree that Delaware County will be the proper venue for any such litigation or arbitration.

- (10) **INSURANCE.** THE OPERATOR shall obtain and maintain during the life of this contract, at its 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 THE OWNER, THE OPERATOR shall provide a Certificate of Insurance attesting to the requisite coverage and limits.

- (11) 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.
- (12) THE OPERATOR acknowledges that it is an independent contractor and not THE 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 THE 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 THE OWNER and THE OPERATOR for extra work. THE OPERATOR will accept no financial liability including fine and/or penalties resulting from THE OWNER's failure to approve requested work
- (13) THE OWNER shall pay to THE OPERATOR, for the above-described services, a yearly sum for the next five (5) years follows:

TOTAL PERSONNEL SERVICES:

- \$282,856.17 – Year one (2.5% increase) January 1, 2020 – December 31, 2020
- \$289,927.57 – Year two (2.5% increase) January 1, 2021 – December 31, 2021
- \$297,175.60 – Year three (2.5% increase) January 1, 2022 – December 31, 2022
- \$304,604.99 – Year four (2.5% increase) January 1, 2023 – December 31, 2023
- \$312,220.11 – Year five (2.5% increase) January 1, 2024 – December 31, 2024

- (14) 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)	\$130.00 per hour
Corporate Management	\$120.00 per hour
Operations	\$90.00 per hour
Mechanic	\$80.00 per hour
Laborer	\$70.00 per hour



BILLING FOR OPERATION SERVICES WILL BE ONE-TWELFTH (1/12) OF THE ANNUAL TOTAL SERVICE CHARGE ON A MONTHLY BASIS. PAYMENTS ARE DUE TO THE OPERATOR WITHIN 30 DAYS OF THE INVOICE DATE.

IN WITNESS WHEREOF, THE OWNER and THE OPERATOR have hereunto set their hands the day and year first above-mentioned in this Agreement.

TOWN OF ANDES

By: [Signature]
Wayland Gladstone
Town Supervisor

Attest: [Signature]

CEDARWOOD ENVIRONMENTAL

By: [Signature]
Thomas Suozzo
President

Attest: [Signature]