

**MONTGOMERY-OTSEGO-SCHOHARIE SOLID WASTE MANAGEMENT AUTHORITY
OPERATIONS COMMITTEE MEETING**

DATE: September 30, 2009
LOCATION: MOSA Administrative Complex, Howes Cave

Members Present:
Philip Skowfoe, Chair
David Parker
John Thayer

Members Absent:

Others Present:
Barbara Corrigan
Jason Crowell, Tioga Bldg
Dennis Heaton
Olga Podmajersky

1. Opening

Chairman Skowfoe opened the meeting at 4:08 p.m.

2. Minutes of Prior Meeting – September 10, 2009

Chairman Skowfoe asked for a motion to approve the September 10, 2009 minutes. Mr. Thayer so moved, Chairman Skowfoe seconded and on voice call the minutes were approved unanimously.

3. Approve Agenda

Chairman Skowfoe asked for a motion to approve the agenda. Mr. Thayer so moved, Mr. Parker seconded and on voice call the agenda was approved unanimously.

4. Open and Review Oneonta Structural Repair Bids

Chairman Skowfoe opened the two bids received:

- ✓ E.J. Construction Group – Lump Sum Bid Amount \$205,800
- ✓ Tioga Building Company – Lump Sum Bid Amount \$109,200

Mr. Parker inquired of Mr. Crowell (Tioga Building Company) why the bid was lower than his first bid on the project. Mr. Crowell advised that he priced out different wind trusses (within the spec required) and because it was so late in the year, he would be able to use all his own manpower and equipment instead of renting.

Mr. Parker inquired if the excavation work was the same as in the first bid; Mr. Crowell advised that it was and that Tioga would be doing all the work, no subcontractors.

Mr. Parker stated that either Stopen Engineering or Tioga had recommended the possibility of getting 6 inches of extra floor space by changing the distance between the outside wall and the push wall. He proposed accepting the bid but added that a change order may be necessary if it was determined to be feasible to move the push wall back six inches.

Mr. Thayer remarked that he was concerned about the increased cost of a change order. Chairman Skowfoe stated that he disagreed with Mr. Parker in that he did not think 6 inches would make that much difference. Mr. Parker stated that it would give more maneuvering room and proposed asking for an estimate of the cost and feasibility.

The committee reviewed the drawings and after further discussion, Mr. Crowell advised that a total of 12 inches of extra floor space could be gained. Mr. Thayer asked if Mr. Crowell could provide the cost of a change order to do so; Mr. Crowell advised that he would.

Mr. Thayer made a motion to send the bid to the Board for approval. Mr. Parker seconded the motion and on voice call the motion was unanimously approved.

Mr. Thayer then made a motion to recommend the Board entertain a change order for the project. Tioga Building Company will provide a price on moving the push wall back six inches. The Board could then consider the cost vs. benefit of the changes. Mr. Parker seconded and on voice call the motion was unanimously approved.

5. Other Business

a. Resolution #36 of 2009 – Stopen Proposal

Ms. Corrigan explained to the committee that part of Resolution #36, awarding the first bid for the Oneonta Transfer Station structural repairs, had been a proposal from Stopen Engineering for construction phase services. She advised that the proposal should be included in the resolution to award the bid and be approved and authorized by the Board.

The committee discussed whether or not an engineer would be necessary to oversee the project and upon reviewing the bid drawings it was determined that portions of the work must be approved by MOSA's engineers, as written in the bid.

Mr. Thayer made a motion to recommend the proposal to the Board with a "not to exceed \$6400" included in the resolution; Mr. Parker seconded and on voice call the motion was unanimously approved.

Ms. Podmajersky inquired whether the work would affect operations at the site. Chairman Skowfoe advised that the work was being performed after hours and would not affect operations.

Chairman Skowfoe asked Ms. Corrigan if the scaffolding had been purchased; Ms. Corrigan advised that it had.

b. Leachate Bid questions/vendor letter

Ms. Corrigan reported that she had met with Craig Corbett of Precision Industrial, who had been awarded the Leachate System Cleaning Bid, to go over the bid agreement prior to executing it. She advised that Mr. Corbett had taken issue with a section of page 31 on the scope of work, which states:

"If any Contractor damages any piping, flanges, bolts, gaskets, valves, fittings, cables, or other accessories from the system, they shall be responsible for replacing these items with new replacement parts of the same quality or better and installing them in a timely and appropriate manner. If a Contractor causes any portion of the leachate collection and conveyance system, including the primary and secondary leachate pumps, the leachate forcemain pump station or the leachate forcemain to malfunction, become inoperable or to operate at less than rated capacity they shall be responsible for correcting the problem and replacing any damaged items with new replacement parts of the same quality or better and installing them in a timely and appropriate manner. No additional compensation shall be provided for repair of the existing system based upon the contractor's removal, damage or degradation of the collection and conveyance system or appurtenances."

Mr. Corbett's concern is that damage could occur to the piping due to no fault of his cleaning methods or equipment yet he would still be responsible for all repairs and/or parts. He had pointed out that a rock or garbage could have shifted, making a bend or pinching off the pipe that may cause the pig to get stuck. He had stated that if he makes a mistake or uses the wrong or incorrect method to pig the

forcemain piping, he would take responsibility for any damage that might occur; however, if damage or failure occurred due to unknown field conditions, he would not expect to have to pay for them.

Ms. Corrigan also reviewed the letter Mr. Corbett had included with his bid, which provides for additional payment of a Time and Material Rate of \$2,500 per day if field conditions differ and cause additional days of cleaning. She asked for the committee's consensus on whether or not she could sign the letter or if it should go to the Board for approval.

Mr. Parker remarked that unforeseen field conditions were covered in Mr. Corbett's letter, so he shouldn't be concerned about paying for damages that were not his fault. He went on to say that Mr. Corbett is operating blind and we can't expect him to repair damages that occur from situations that are not of his making; we should sign the letter.

Chairman Skowfoe disagreed saying that if the pig gets stuck and the line is plugged it is his fault because he should know the correct size pig to use; starting with a smaller one and working up to a larger size. Ms. Corrigan explained that Mr. Corbett told her that he planned on starting with a pompom (a very small pig).

Mr. Thayer asked what Mr. Corbett wants. Ms. Corrigan stated that he doesn't want to be held responsible for damage caused by field conditions such as would cause pinching or sagging of the pipe. This is only an issue if the pipe breaks and needs to be dug up and replaced. She went on to say the Mr. Herrick doesn't anticipate any issues.

Ms. Corrigan advised that Mr. Corbett would be contacting Gary Nestle, the Director of Emergency Management in Montgomery County to provide backup for confined space entry.

Chairman Skowfoe asked for the consensus of the committee. Mr. Parker stated that he was ok with signing the letter.

Mr. Thayer made a motion to have Counsel review the letter for liability on MOSA's part prior to sending to the Board for approval; Mr. Parker seconded and on voice call the motion was unanimously approved.

c. Rental Agreement with Montgomery County

Ms. Corrigan advised that Montgomery County had contacted her regarding leasing some of our excess office partitions. The lease agreement was for \$1.00 per year and was renewable. Ms. Corrigan asked if she could obtain the authority to sign the agreement from the committee or if it needed to go to the Board for approval.

Mr. Thayer made a motion authorizing Ms. Corrigan to execute the agreement with the stipulation that Counsel review the document first; Mr. Parker seconded and on voice call the motion was unanimously approved.

d. Gasboy replacement RFP update

Ms. Corrigan advised that she is working on obtaining system requirement details from Manager Plus and asked if the RFP should include both diesel and gas for the sites. She remarked that if only diesel

were onsite a credit card would be needed to obtain gas for some of the vehicles and the mowers.

Chairman Skowfoe remarked that he was not comfortable with a credit card and that tax exempt forms would need to be filed. Ms. Corrigan responded that she was aware of the need to file tax exempt forms and had done so at a previous employer's.

Chairman Skowfoe asked for projections on gas usage; Ms. Corrigan advised that she would provide him with projections.

Chairman Skowfoe noted that only the controls needed to be changed, not the tanks, so replacement costs should be cheaper. Ms. Corrigan advised that the maintenance department recommended the pumps be replaced as well due to their poor condition.

e. Rates

Ms. Corrigan advised that she had held a Supervisor's meeting at which they had requested to be involved in some part of the selection process for the Executive Director. Chairman Skowfoe remarked that they could not.

Ms. Corrigan reported that Supervisors had raised the question of establishing rates for TVs, computers and mattresses and adding them to the Rate Schedule. They also requested that burn barrels be weighed and not charged for at the bag rate. Ms. Corrigan went on to explain that these items are handled differently by different weigh station operators and the consensus was to establish a uniform rate for these items to eliminate that issue. She asked if the committee agreed.

Mr. Thayer asked how these items were currently being handled. Ms. Corrigan advised that most of the time customers are charged the minimum scale fee of \$16.00; however, some operators charge \$8.00, the same charge as for 2 bags of garbage and some customers put their TVs in a bag in order to obtain the \$4.00 bag rate. Mr. Parker remarked that TV's should not be put in bags.

Mr. Thayer remarked that there is a weight schedule and bag rate in place and it is not correct to use the bag rate for something other than a bag of garbage. Mattresses come in all different sizes and weights and should be weighed. He stated that this was not a Board issue; it is a policy issue, and suggested establishing a policy and enforcing it in order to eliminate different deals by different operators.

Ms. Corrigan advised that she will establish a rate for TVs and issue a policy on the other items.

6. Closing

Mr. Thayer made a motion to adjourn, Mr. Parker seconded and on voice call the meeting was adjourned at 5:08 p.m.

Respectfully Submitted,

Judith Beeler,
Confidential Secretary