

December 27, 2017

Annual Meeting

Minutes of the Annual Meeting of the Town Board of the Town of Southport held at the Southport Town Hall, 1139 Pennsylvania Avenue on December 27, 2017.

Members Present: Supervisor David Sheen, Council Members Daniel Hurley, Kathleen Szerszen, Joseph Roman

Members Absent: Council Member Glenn Gunderman

Others Present: Town Clerk Carolyn Renko

The meeting was called to order by Supervisor David Sheen at 7:00 p.m., followed by the Pledge of Allegiance to the Flag of the United States of America.

Moment of Silence – Kathleen Szerszen

Under Taxpayer's Comments on Agenda items only, to include Resolutions and Discussion, no one wished to speak.

RESOLUTION NO. 198-2017

ACCEPTING SCHOOL TRAFFIC OFFICERS CONTRACT

Resolution by: Roman

Seconded by: Hurley

WHEREAS, this Town Board has met with the School Traffic Officers of the Town of Southport and in doing so negotiated the terms of a public employee's contract for the School Traffic Officers of the Town of Southport for the fiscal year 2018, and

WHEREAS, the members of this Town Board and a majority of the School Traffic Officers of this Town have agreed upon the provisions to be contained in said employee's contract for such year.

NOW THEREFORE BE IT RESOLVED, that the School Traffic Officers Contract containing the signatures of the members of this Town Board and the majority of the School Traffic Officers of the Town of Southport be and the same hereby is ratified in each and every aspect as contained therein, and the same is referred to as if set forth at length in this resolution; such contract to be subject to the review and approval of the Attorney for the Town.

AYES: Hurley, Roman, Szerszen, Sheen
NOES: None
ABSENT: Gunderman
CARRIED.

RESOLUTION NO. 199-2017

INTERMUNICIPAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE TOWN OF SOUTHPORT
AND THE CITY OF ELMIRA

Resolution by: Hurley
Seconded by: Szerszen

WHEREAS, the City of Elmira has proposed to provide animal control services to the Town of Southport from January 1, 2018 through December 31, 2018 for the total cost of THIRTY SIX THOUSAND, TWO HUNDRED FIVE DOLLARS AND 92/100 (\$36,205.92),

WHEREAS, the City of Elmira has agreed to a road officer available 24-hours a day, seven days a week to the residents of the Town of Southport for animal control services.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport, in regular session duly convened, does hereby authorize the Supervisor of the Town of Southport, be and he hereby is authorized to enter into an Intermunicipal Agreement with the City of Elmira for animal control services within the Town of Southport commencing January 1, 2018 and terminating December 31, 2018, and be it further

RESOLVED, that the cost to the Town of Southport for said animal control for the period from January 1, 2018 to December 31, 2018 shall be in the amount of THIRTY-SIX THOUSAND, TWO HUNDRED FIVE DOLLARS AND 92/100 (\$36,205.92) in twelve (12) monthly installments of THREE THOUSAND SEVENTEEN DOLLARS AND 16/100 (\$3,017.16) in accordance with the provisions of this agreement.

AYES: Hurley, Roman, Szerszen, Sheen
NOES: None
ABSENT: Gunderman
CARRIED.

RESOLUTION NO. 200-2017

SHARED SERVICES AGREEMENT BETWEEN CITY OF ELMIRA AND TOWN OF SOUTHPORT FOR CODE ENFORCEMENT SERVICES

Resolution by: Roman
Seconded by: Szerszen

WHEREAS, the Legislature and the Governor of the State of New York proposed initiatives “to improve the efficiency of local governments” by means of shared municipal services; and

WHEREAS, the City and the Town have engaged in discussions pertaining to the implementation of shared services to achieve the mutual goals of streamlining municipal operations and “reducing the cost and improving the effectiveness” of municipal operations (“goals”); and

WHEREAS, the City and the Town desire to enter into an agreement to share certain personnel in order to eliminate the need for each municipality to hire additional employees; and

WHEREAS, the intent of this Agreement is to provide for the sharing of personnel services (“Services”) and to set forth each party’s rights, obligations, and responsibilities related to said shared services; and

WHEREAS, General Municipal Law §119-o authorizes the performance of municipal cooperative activities;

NOW THEREFORE, the City and the Town mutually agree as follows:

SECTION I

Term

This Agreement shall become effective January 1, 2018 and shall expire on December 31, 2018, unless mutually extended by the parties or terminated by either party at any time during the term of the Agreement upon sixty (60) days prior written notice.

SECTION II

Description of Shared Services

With the reduction in the City’s workforce, there remains a need for City administrative/clerical services. The Town has identified a need for assistance with its code enforcement services. To avoid each party expending monies to employ additional employees to address each party’s need, the parties agree to share certain of each party’s employees as follows.

The City shall make available to the Town, on an as-needed basis, the services of the City's Code Enforcement Department, including the Department's Director, to provide Code consulting services and such other Code Enforcement services as may be agreed to by the parties. The City services will be available to the Town during the City's standard work hours and on an emergency basis at all other times. In consideration for the City's services, the Town shall make available to the City one (1) Town employee to render City administrative/Clerical services to the City's Code Department. The Town employee shall perform the services for the City for his/her office in the Town Hall.

SECTION III

Consideration

Neither party shall pay to the other any monetary consideration for the shared "Services".

SECTION IV

Relationship

The shared employees shall remain employees of their respective municipalities which shall be responsible for the payment of all wages, salaries, tax withholdings, and employment benefits provided by each party to their respective employees. At no time shall the shared employees hold themselves out as employees of the other party's municipality.

SECTION V

Indemnification

Each party indemnifies and holds harmless the other party, its council members, officers, and employees from any and claims, causes of action, judgments, costs and expenses (including reasonable attorney's fees), for property damage or bodily injury including death and/or personal injury arising as a result of the negligence or intentional conduct of the indemnifying party's employees, agents, contractors, and representatives in performing and rendering the obligations and "Services" pursuant to this Agreement.

SECTION VI

The City and Town shall comply with all applicable Federal, State and local statutes, rules and regulations in providing the "Services" and fulfilling their obligations under this Agreement. In the event that the federal or State governments, or departments thereof, issue new or revised regulations or requirements pertaining to any or all of the "Services", then each party shall promptly notify the other of the revisions or changes and each party shall comply therewith.

SECTION VII

Cooperation

The City and Town recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement; and each party agrees to interpret its provisions insofar as it may legally do, in such a manner as will promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

SECTION VIII

General Provisions

This Agreement contains all of the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

SECTION IX

Validity

If any term or provision of this Agreement or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, other than those held invalid or unenforceable, shall not be affected.

SECTION X

Notices

All notices under this Agreement, including any notice pursuant to Section 1 hereinabove shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt to:

**City: City Manager
317 E. Church Street
Elmira, NY 14901**

**Town: Town Supervisor
1139 Pennsylvania Avenue
Elmira, NY 14904**

SECTION XI

Headings

The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

AYES: Hurley, Roman, Szerszen, Sheen
NOES: None
ABSENT: Gunderman
CARRIED.

RESOLUTION NO. 201-2017

INTERMUNICIPAL AGREEMENT FOR ASSESSOR SERVICES BETWEEN THE TOWN OF CHEMUNG
AND THE TOWN OF SOUTHPORT

Resolution by: Roman
Seconded by: Hurley

WHEREAS, the Towns recognize a need to share services within Chemung County to more efficiently utilize the tax dollars of our residents, and

WHEREAS, the participating Towns are in need of Assessor services, and

WHEREAS, the Town of Chemung has in its employ personnel qualified in Assessor Services.

NOW THEREFORE BE IT RESOLVED, that the Town of Chemung and the Town of Southport will enter into an Intermunicipal Agreement for Assessor Services, effective January 1, 2018 through December 31, 2018.

RESOLVED, that the Assessor will be available to the participating Towns on an as needed basis as determined by the Town and the Assessor.

AYES: Hurley, Roman, Szerszen, Sheen
NOES: None
ABSENT: Gunderman
CARRIED.

RESOLUTION NO. 202-2017

AMENDING 2018 HIGHWAY EMPLOYEE CONTRACT, ADJUSTING HOURLY RATE OF CHAD PRESTON,
EQUIPMENT OPERATOR #1

Resolution by: Szerszen
Seconded by: Hurley

RESOLVED, that per Resolution No. 187-2017, Accepting the 2018 Highway Employee Contract, Chad Preston, Equipment Operator #1 was appointed at a rate of \$25.91 per/hr, and be it further

RESOLVED, that Chad Preston's pay be adjusted from \$25.91 to \$26.91 per/hr, as compensation for additional duties.

AYES: Hurley, Roman, Szerszen, Sheen
NOES: None
ABSENT: Gunderman
CARRIED.

RESOLUTION NO. 203-2017

AUTHORIZING WITHDRAWAL OF FUNDS FROM THE GENERAL REPAIR RESERVE FUND

Resolution by: Roman
Seconded by: Szerszen

WHEREAS, the Town Board by Resolution No. 189-2012 did authorize the establishment of a Repair Reserve Fund, the purpose of which is to assist the Town of Southport with any unanticipated repairs to equipment, buildings, etc.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport, in regular session duly convened, does hereby authorize the withdrawal of \$4,515.00 from the General Repair Reserve Fund, and be it further

RESOLVED, this resolution is subject to a permissive referendum.

AYES: Hurley, Roman, Szerszen, Sheen
NOES: None
ABSENT: Gunderman
CARRIED.

Under Taxpayer's Comments, no one wished to speak.

Council Member Hurley made a motion, Council Member Szerszen seconded to adjourn the meeting.

The meeting was adjourned at 7:10 p.m.

Respectfully Submitted,

Carolyn A. Renko, Town Clerk