

December 13, 2016

Regular Meeting

Minutes of a Regular Meeting of the Town Board of the Town of Southport held at the Southport Town Hall, 1139 Pennsylvania Avenue, on December 13, 2016.

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

Others Present: Attorney Steven Barnstead, Code Enforcement Officer Peter Rocchi, Highway Superintendent David Bachman, Recreation Attendant Robert Ripley, Town Clerk Carolyn Renko, Deputy Town Clerk Marianne Schrom

The meeting was called to order by Supervisor 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

Monthly Reports were received as follows:

Town Clerk Carolyn A. Renko

Town Clerk & Dog License Fees	\$ 1,346.21
Funds Turned to State & County Agencies	<u>\$ 3,061.29</u>
	\$ 4,407.50

Code Enforcement Office

Fees Collected:	Building Permit Fees	\$ 869.80
	Building Permit Values	\$ 124,600.00
	Operating Permit Fees	\$ 250.00

City of Elmira Animal Control  
Justice Office  
Recreation/Aging/Youth Services  
Residential Deputy

Council Member Gunderman made a motion, Council Member Roman seconded to accept the monthly reports as filed.

Under Correspondence, Supervisor Sheen read a note from Perry & Carroll regarding the release of a bond for the Chapel Park Bridge.

Council Member Gunderman made a motion, Council Member Roman seconded to accept the minutes of November 9, 2016 Regular Meeting.

Under Taxpayer's Comments, agenda items only, to include resolutions and discussion, Charles Collins from 436 Kinner Hill Road spoke regarding Resolution #9 Shared Services Agreement between City of Elmira and Town of Southport for Code Enforcement Services.

RESOLUTION 189-2016

AMENDING RESOLUTION NO. 199-2015 CLARIFYING THE HEALTH INSURANCE BENEFITS PROVIDED TO THE TOWN'S EMPLOYEES, ELECTED OFFICIALS & RETIREES TO REFLECT PLANS AND RATE CHANGES FOR 2017

Resolution by: Roman  
Seconded by: Szerszen

WHEREAS, the Town has provided its employees and retirees health insurance benefits, and

WHEREAS, the Town Board has by Resolution No. 198-2013 agreed to provide health insurance benefits for its employees and retirees through Excellus Blue Cross /Blue Shield through Perry and Carroll Insurance, and

WHEREAS, the Town by various Resolutions, specifically Resolution Nos. 173-2012, 198-2013, 199-2013, 200-2013, 201-2013, 202-2013, 216-2013, 65-2014 and 161-2015 has provided for the terms of the health insurance benefits provided to its employees, elected officials and retirees, and

WHEREAS, the Town wishes to clarify the terms of the health insurance benefits that it is providing to its employees, elected officials and retirees.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport does hereby agree to provide to its eligible full time employees as of 12/10/13 and their immediate families health insurance benefits through Excellus Blue Cross/Blue Shield Platinum policy, and dental/vision benefits through LBS RMSCO (Lifetime Benefit Solutions) with the Town paying 85% of the premium of such insurance and the employee paying 15% of the premium of such insurance. Should an employee enroll in the Excellus Blue Cross/Blue Shield Gold policy, the Town will pay 86% of the premium and the employee will pay 14% of the premium, and it is further

RESOLVED, that the Town will provide to full-time Town Employees who are or were hired after 12/10/13 and their immediate family member's health insurance benefits through Excellus Blue Cross/Blue Shield and dental/vision benefits through LBS RMSCO (Lifetime Benefit Solutions) with the Town paying 85% of the premium and the employee paying 15% of the premium of such insurance. Should an employee enroll in the Excellus Blue Cross/Blue Shield Gold policy, the Town will pay 86% of the premium and the employee will pay 14% of the premium, and it is further

RESOLVED, that the Town agrees to provide to its former employees who have retired prior to January 1, 2016 from the Town, and who are also eligible for New York State retirement benefits at the time of their separation from the Town and their immediate families health, dental and vision insurance benefits through Excellus Blue Cross/Blue Shield, and Lifetime Benefits Solution with the Town paying 85% of the premium of such insurance and the retiree paying 15% of the premium of such insurance Should an employee enroll in the Excellus Blue Cross/Blue Shield Gold policy, the Town will pay 86% of the premium and the employee will pay 14% of the premium.

RESOLVED, that the Town agrees to provide to its former employees who have retired after January 1, 2016 from the Town, and who are also eligible for Town of Southport New York State retirement benefits at the time of their separation from the Town and their immediate families health insurance benefits only through Excellus Blue Cross/Blue Shield, with the Town paying 85% of the premium of such insurance and the retiree paying 15% of the premium of such insurance for retired employees under the age of Sixty-Five (65) and with the Town paying 85% of the premium of such insurance and the retiree paying 15% of the premium of such insurance for retired employees over the age of Sixty-Five (65) and it is further

RESOLVED, that the Town agrees to provide to the spouses of its former employees who have retired from the Town, and who were also eligible for New York State retirement benefits at the time of their separation from the Town and who are now deceased, health insurance benefits only through Excellus Blue Cross/Blue Shield, with the spouse of such former employee paying the entire premium of such insurance, and it is further

RESOLVED, that the Town agrees to provide to elected part-time Town Board Members and elected Town Justices who are elected after 12/10/13 health insurance benefits in the form of either an individual or family coverage through Excellus Blue Cross/Blue Shield and dental/vision benefits through LBS RMSCO (Lifetime Benefit Solutions) with (1) the part-time elected official paying 25% of the premium of such insurance, (2) that said part-time elected official and Town Justices shall not be entitled to buyout of the health insurance and (3) a surviving spouse over the age of Sixty-Five (65) will be offered health insurance coverage with the surviving spouse being responsible for one hundred percent (100%) of the premium, and it is further

RESOLVED, that the Town will provide an HRA Plan that will cover out-of-pocket deductibles and co-insurance expenses of eligible current active and retired Town employees and elected officials under the age of 65. The reimbursement for eligible qualified out-of-pocket expenses will have a limit of \$250.00 for an individual plan and \$500.00 for a family plan effective January 1, 2017, and it is further

RESOLVED, that the Town will provide an HRA Plan that will cover out-of-pocket deductibles and co-insurance expenses of retired Town employees and elected officials over the age of 65. Town employees who retire after January 1, 2016 will not be eligible for the Health Reimbursement Account. Future surviving spouses are not eligible for the Health Reimbursement Account effective January 1, 2016. The reimbursement for eligible qualified out- of- pocket expenses will have a limit of \$500.00 for an individual and \$500.00 for the spouse of the retiree, no Health Reimbursement account will be offered for post age 65 retirees who have retired after January 1, 2016 and their spouse and it is further

RESOLVED, that should a retired employee marry or remarry after the date of his or her retirement then the new spouse will not be eligible for any insurance coverage and/or a Health Reimbursement Account.

RESOLVED, that the Town Board reserves the right to interpret, change, modify, or eliminate any provision contained in this resolution.

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

RESOLUTION NO. 190-2016

APPROVING ABSTRACT OF GENERAL FUND CLAIMS

Resolution by: Gunderman  
Seconded by: Szerszen

RESOLVED, that the Abstract of General Fund Claims submitted by the Town Clerk for the month of December 2016, No. 707 through 785, not to exceed \$156,124.11, has been audited and approved for payment by this Town Board.

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

RESOLUTION NO. 191-2016

APPROVING ABSTRACT OF HIGHWAY FUND CLAIMS

Resolution by: Szerszen  
Seconded by: Roman

RESOLVED, that the Abstract of Highway Fund Claims submitted by the Town Clerk for the month of December 2016, No. 221 through No. 240, not to exceed \$96,503.18, has been audited and approved for payment by this Town Board.

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

RESOLUTION NO. 192-2016

AUTHORIZING PURCHASE OF FUEL OIL AT STATE PRICE

Resolution by: Gunderman  
Seconded by: Roman

RESOLVED, that the Highway Superintendent be and he hereby is authorized to purchase the necessary requirements of fuel oil at the New York State bid contract price or less.

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

RESOLUTION NO. 193-2016

AUTHORIZING THE SUPERVISOR TO SIGN STATEMENT OF VALUES FOR INSURANCE PURPOSES

Resolution by: Roman  
Seconded by: Szerszen

RESOLVED, that the Supervisor be and he hereby is authorized to sign a Statement of Values of articles of Town property and equipment, and be it further

RESOLVED, that a copy of such Statement of Values shall be filed with the Town Clerk.

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

RESOLUTION NO. 194-2016

AUTHORIZING SUPERVISOR TO ENTER INTO AN AGREEMENT WITH ROBERT RIPLEY, SR., AS OVERSEER OF THE FITZSIMMONS CEMETERY

Resolution by: Gunderman  
Seconded by: Hurley

WHEREAS, the Southport Cemetery Commission previously requested that the Town of Southport appoint a Town Employee as Overseer of the Fitzsimmons Cemetery Extension, and

WHEREAS, the Southport Cemetery Commission previously recommended that Robert Ripley, Sr., be appointed the Overseer of the Fitzsimmons Cemetery Extension, and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport authorizes the Supervisor to enter into an agreement with Robert Ripley, Sr., as Overseer for the Fitzsimmons Cemetery Extension for the period of January 1, 2017 through December 31, 2017, and be it further

RESOLVED, that the Town Board of the Town of Southport agrees to compensate Robert Ripley, Sr., in the amount of TWO HUNDRED DOLLARS (\$200.00) per month, and that said compensation shall be issued in monthly checks payable to Robert Ripley, Sr.

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

RESOLUTION NO. 195-2016

AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH CYBERLINK COMPUTING, INC.  
FOR 2017 COMPUTER MAINTENANCE

Resolution by: Roman  
Seconded by: Hurley

RESOLVED, that the Supervisor of the Town of Southport, be and he hereby is authorized to enter into an agreement with Cyberlink Computing, Inc. for computer maintenance for the Town of Southport employees commencing January 1, 2017 and terminating December 31, 2017, for the sum of SEVEN THOUSAND, SEVEN HUNDRED EIGHTY SIX DOLLARS AND 80/100 (\$7,786.80) per annum, payable at a monthly rate of SIX HUNDRED FORTY EIGHT DOLLARS AND 90/100 (\$648.90), due by the 15<sup>th</sup> of each month and the consultant shall devote no less than 103 hours and no more than 119 hours per year to its duties in accordance with this agreement. Any time underage or overage will be credited or billed at the rate of SEVENTY DOLLARS (\$70.00) per hour at the expiration of this agreement.

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

RESOLUTION NO. 196-2016

RATIFYING APPOINTMENT OF DEAN MCKAY AS PER DIEM SEASONAL EQUIPMENT OPERATOR II

Resolution by: Roman  
Seconded by: Gunderman

WHEREAS, the Highway Superintendent has expressed a need to hire a Per Diem Seasonal Equipment Operator II.

NOW THEREFORE BE IT RESOLVED, that this Town Board authorizes the Highway Superintendent to hire Dean McKay as Per Diem Seasonal Equipment Operator II at a rate of \$16.39 per hour, effective December 1, 2016.

RESOLVED, that except for New York State Retirement benefits, the aforementioned individual shall not be entitled to any benefits as a result of his employment by the Town of Southport, included but not limited to health insurance, and be it further

RESOLVED, that the aforementioned individual shall commence his employment with the Town of Southport until such time as he shall have filed with the Town Clerk his appropriate Oath of Office as required by law.

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

RESOLUTION NO. 197-2016

ENTERING INTO A SHARED SERVICES AGREEMENT BETWEEN THE 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 have 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, 2017 and shall expire on December 31, 2017, 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 from 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 attorneys' 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 I 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:           Gunderman, Hurley, Roman, Szerszen, Sheen  
NOES:           None  
CARRIED.

RESOLUTION NO. 198-2016

AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FRIENDS OF THE  
CHEMUNG RIVER WATERSHED, INC.

Resolution by:       Gunderman  
Seconded by:       Hurley

WHEREAS, the Friends of the Chemung River Watershed, Inc., a local association has requested funding from the Town of Southport for developing and promoting the Chemung River as a community asset for potential recreational and business development opportunities,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport does hereby authorize and direct the Town Supervisor to enter into an agreement with the Friends of the Chemung River Watershed, Inc., for the assistance in developing and promoting the Chemung River as a community asset for potential recreational and business development opportunities at a cost not to exceed FIVE THOUSAND DOLLARS (\$5,000.00), for the year 2017, and be it further

RESOLVED, that the Supervisor, upon request of an invoice for said services, shall issue payment in the amount set forth above.

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

RESOLUTION NO. 199-2016

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

Resolution by:           Gunderman  
Seconded by:           Szerszen

WHEREAS, the City of Elmira has proposed to provide animal control services to the Town of Southport from January 1, 2017 through December 31, 2017 for the total cost of THIRTY SIX THOUSAND, TWO HUNDRED FIVE DOLLARS AND 92/100 (\$36,205.92), and

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, 2017 and terminating December 31, 2017, and be it further

RESOLVED, that the cost to the Town of Southport for said animal control for the period from January 1, 2017 to December 31, 2017 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:                   Gunderman, Hurley, Roman, Szerszen, Sheen  
NOES:                   None  
CARRIED.

RESOLUTION NO. 200-2016

AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH MCILROY MANAGEMENT & CONSULTING

Resolution by:           Hurley  
Seconded by:           Szerszen

RESOLVED, that the Supervisor of the Town of Southport, be and he hereby is authorized to enter into an agreement with McIlroy Management & Consulting for accounting services for the Town of Southport commencing January 1, 2017 and terminating December 31, 2017, for the sum of EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND 00/100 (\$8,860.00) per annum, paid in twelve equal installments of SEVEN HUNDRED THIRTY EIGHT DOLLARS AND 34/100 (\$738.34). The consultant will provide thirteen on site visits per year and telephone or email support as needed.

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

RESOLUTION NO. 201-2016

CANCELLING ANNUAL MEETING

Resolution by: Roman  
Seconded by: Hurley

RESOLVED, that the Annual Meeting scheduled for December 29, 2016 at 4:30 p.m. has been cancelled.

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

Under discussion was update on 526 Holecek Avenue. Code Enforcement Officer Peter Rocchi stated that asbestos samples have been taken and he is still awaiting the results. This will be placed on the January 10, 2017 agenda for another update.

RESOLUTION NO. 202-2016

INCREASING THE USE FEE FOR SOUTHPORT COMMUNITY CENTER AT CHAPEL PARK

Resolution by: Gunderman  
Seconded by: Roman

WHEREAS, by Resolution No. 294-1998 the Town Board of the Town of Southport imposed a fee of FIFTY DOLLARS (\$50.00) for use of the Senior Citizens and Community Center located at Chapel Park in the Town of Southport, and

WHEREAS, by Resolution No. 254-2004 the Town Board of the Town of Southport increased the fees for the use of the Senior Citizens and Community Center located at Chapel Park in the Town of Southport as follows:

Monday through Friday	\$50.00 for residents	\$75.00 for nonresidents
Saturday, Sunday, & Holidays	\$75.00 for residents	\$100.00 for nonresidents

WHEREAS, by Resolution No. 38-2012 the Town Board of the Town of Southport increased the fees for the use of the Senior Citizens Community Center located at Chapel Park in the Town of Southport as follows:

Monday through Friday	\$75.00 for residents	\$100.00 for nonresidents
Saturday, Sunday & Holidays	\$100.00 for residents	\$125.00 for nonresidents

WHEREAS, the Town Board did review once again the fees being charged for the use of the Senior Citizens and Community Center located at Chapel Park in the Town of Southport

NOW THEREFORE BE IT RESOLVED, that the fees charged by the Town of Southport for the use of the Senior Citizens and Community Center located at Chapel Park in the Town of Southport be increased by \$25.00 each as follows:

Monday through Friday	\$100.00 for residents	\$125.00 for nonresidents
Saturday, Sunday & Holidays	\$125.00 for residents	\$150.00 for nonresidents

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

Under Taxpayer's Comments, Charles Collins from 436 Kinner Hill Road commented on the public's right to speak at all appointed board meetings.

Marlene Zecca from 64 Dalrymple Road stated she is in support of the Friends of The Chemung River Watershed. She also thanked Dave Bachman and Joe Roman for attending the Southport Trails Committee meeting, for which she is the Secretary.

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

The meeting was adjourned at 7:48 p.m.

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

Respectfully Submitted,

Carolyn A. Renko  
Town Clerk