

Regular Meeting

July 10, 2007

Minutes of a Regular Meeting of the Town Board of the Town of Southport held at the Town Hall, 1139 Pennsylvania Avenue, on July 10, 2007.

Members Present: Supervisor David Sheen, Council Members Etta Dewey, Glenn Gunderman, Joseph Roman, Kathleen Szerszen

Others Present: Attorney Steven Barnstead, Highway Superintendent David Bachman, Recreation Director Daniel Drake, Code Enforcement Officer Pete Rocchi, Deputy Town Clerk Debbie Miller, Town Clerk Carolyn Renko

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

Moment of Silence: Council Member Szerszen

Monthly reports were received as follows:

Town Clerk Carolyn Renko	Town Clerk & Dog License Fees	\$ 1,361.51
	Funds to State & County Agencies	3,199.50
	Fitzsimmons Cemetery Lot Sales	-0-
Code Enforcement Pete Rocchi	Building Permit Fees	1,639.80
	Special Permit Fees	50.00
	Site Plan Fees	-0-
	Variance Fees	-0-

Justice Office
Youth Services/Recreation/Aging
SPCA

Motion was made by Council Member Gunderman, seconded by Council Member Szerszen, that the monthly reports be accepted and filed.

AYES: Dewey, Gunderman, Roman, Szerszen, Sheen

NOES: None

CARRIED.

No Correspondence received.

RESOLUTION NO. 134-2007

APPROVING ABSTRACT OF GENERAL FUND CLAIMS

Resolution by: Szerszen
Seconded by: Dewey

RESOLVED, that the abstract of General Fund Claims submitted by the Town Clerk for the month of July 2007, No. 508 through No. 582, in the amount of \$72,841.81 has been audited and approved for payment by this Town Board.

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

RESOLUTION NO. 135-2007

APPROVING ABSTRACT OF HIGHWAY FUND CLAIMS

Resolution by: Gunderman
Seconded by: Szerszen

RESOLVED, that the abstract of Highway Fund Claims submitted by the Town Clerk for the month of July 2007, No. 181 through No. 205, in the amount of \$ 21,860.60 has been audited and approved for payment by this Town Board.

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

RESOLUTION NO. 136-2007

AUTHORIZING APPOINTMENT OF TOWN HISTORIAN

Resolution by: Dewey
Seconded by: Szerszen

RESOLVED, that this Town Board hereby appoints Kelsey J. Jones as Town Historian for the year 2007.

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

RESOLUTION NO. 137-2007

AUTHORIZING AN AGREEMENT BETWEEN THE TOWN OF SOUTHPORT
AND CORNELL COOPERATIVE EXTENSION RELATIVE TO PROVISION
OF SERVICES FOR THE TOWN OF SOUTHPORT FARM MARKET

Resolution by: Szerszen
Seconded by: Dewey

WHEREAS, it has been agreed amongst the Town of Southport (hereinafter referred to as the "Town") and Cornell Cooperative Extension (hereinafter referred to as CCE), that CCE shall provide the necessary services to establish, operate and conduct a public farm market on the Town's property located at Chapel Park Senior Citizens & Community Center, 83 Personius Rd., Pine City, NY 14871, and,

WHEREAS, such services will be beneficial to the Town, its residents, and the general public as a whole in providing a forum in which locally grown and manufactured food, crafts, and goods can be marketed and purchased by such individuals, and

NOW THEREFORE BE IT RESOLVED, that the Town of Southport enter into an agreement with Cornell Cooperative Extension that provides as follows:

1. Scope of Services: For the duration of this contract, the parties hereby agree that CCE will provide the following services under this agreement:
 - A. NYS and Agriculture and Markets Certification;
 - i. Vendors
 - ii. WIC Farmers Market Coupons
 - iii. Senior Farmers Market Coupons
 - B. Market Profiles;
 - i. Market Rules Development
 - C. Recruiting of Vendors
 - i. Produce
 - ii. Prepare Food
 - iii. Craft (with assistance)
 - D. Overall Market Promotions
 - i. TV Ad
 - ii. TV Appearances
 - iii. Newspaper Articles

- E. Market Evaluation
 - i. At Start-Up
 - ii. Mid-Season
 - iii. Post Season
 - iv. Next Year Plan

- F. Assist in Market Start-Up
 - i. Train the Market Manager
 - ii. Help develop Marketing Plans

- G. Joint Agreement
 - i. Success is a Three Party with a Critical Fourth Party
 - 1. Vendors, Manager, CCE (Customer)
 - ii. Guarantee
 - 1. Vendor and Market Certification
 - 2. Best Effort on Recruiting
 - 3. Training of Market Manager
 - 4. Consulting on Marketing, Rule Development

- 2. Payment for Services: The Town hereby agrees to pay to CCE for the aforementioned services provided under this contract the sum of ONE THOUSAND DOLLARS (\$1,000.00).

- 3. Insurance, Maintenance, Security: CCE does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement during all phases of the performance of the various provisions of services to be performed herein. Such policy of insurance shall be primary and non-contributory in relationship to any and all applicable Town insurance policies regarding any and all claims made or arising under the provision of services under this agreement. As such, the Town does and shall continue to secure liability insurance covering the acts or omissions of the Town and its employees, officers and agents in regard to these services and property provided by Town under this agreement.

- 4. Arbitration: Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration, in accordance with the laws of the State of New York, by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

5. Indemnification
 - a. CCE hereby covenants and agrees to defend, indemnify and keep indemnified and save harmless the Town against any and all claims for any and all loss, injury, death and/or damage and against any claim for compensation for which the Town hereto may or shall be liable by reason of the acts or omissions of those employees, officers or agents of CCE that shall occur or fail to occur during the times the services contracted herein shall be or should have been provided.
 - b. The Town hereby covenants and agrees to defend, indemnify and keep indemnified and save harmless CCE against any and all claims for any and all loss, injury, death and/or damage and against any claim for compensation for which the Town hereto may or shall be liable by reason of the acts or omissions of those employees, officers or agents of the Town that shall occur or fail to occur during the times the services contracted herein shall be or should have been provided.

6. Authority for Execution on Behalf of the Town: The Supervisor of the Town has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Southport, at their meeting thereof held on July 10, 2007. Thus, the Supervisor of the Town, whose name and signature appears herein, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Southport.

7. Notices: Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:
 - a. Town of Southport
Attn: Town Supervisor
1139 Pennsylvania Ave.
Elmira, NY 14904

 - b. Cornell Cooperative Extension
Attn: Kevin Wechtaluk
425 Pennsylvania Avenue
Elmira, NY 14904

8. Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said

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breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. Modification: This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
10. Term: This Agreement shall be for a term of one year, said term to commence upon the last date of execution of this agreement.

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

RESOLUTION NO. 138-2007

SETTING SPECIAL TOWN BOARD MEETING

Resolution by: Gunderman
Seconded by: Szerszen

RESOLVED, that this Town Board hold a special meeting on July 24, 2007, at 7:00 P.M. EDT to review bids for the Hampton Road Storm Sewer Improvements, and be it further

RESOLVED, that the original special meeting scheduled for July 17, 2007, pertaining to the review of bids for the Hampton Road Storm Sewer Improvements and the public hearing on Tuesday, July 17, 2007, at 7:15 p.m. pertaining to the Pennsylvania Avenue Sewer Project are hereby cancelled.

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

RESOLUTION NO. 139-2007

ACCEPTING DRAINAGE RETAINER PROPOSAL
FROM TIMOTHY STEED OF HUNT ENGINEERING

Resolution by: Dewey
Seconded by: Szerszen

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WHEREAS, the Town of Southport Drainage Department anticipates ongoing Stormwater Drainage projects and other miscellaneous tasks within the Town of Southport, and

WHEREAS, the Stormwater Drainage projects will require professional services, and

WHEREAS, Hunt Engineers, Architects and Land Surveyors, PC, in Big Flats, New York, has submitted a proposal and proposed agreement with the Town of Southport to supply professional services in connection with the Stormwater Drainage

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport, in regular session duly convened, does hereby authorize the Town Supervisor to enter into an agreement with Hunt Engineers, Architects & Land Surveyors, P.C. at an expense not to exceed NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00). The terms of such agreement to be reviewed and approved by the Attorney for the Town of Southport.

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

Discussion was held on an unsafe building at 1535 Maple Avenue. The owner Alice Calabrese received a letter from Code Enforcement Officer Pete Rocchi dated June 1, 2007, to repair or remove the front and back porches, repair or replace her roof and apply protective treatment to all of the exterior of the dwelling. A letter was sent to the town, by Mrs. Alice Calabrese asking for a sixty day extension.

Daughter Susan Calabrese was in attendance and stated that her mother is trying to sell the property. There have been numerous problems since she bought the house. Mrs. Alice Calabrese is ill and the property has become too much for her to handle. She is not able to do any repair work to the property, all she can do is try to sell it. The house is being shown, so they are hoping that the house will be sold before the sixty day period is up.

Supervisor Sheen asked if sixty days run out and there is no sale, do you think the fair thing for the Town Board to do is move forward.

Susan Calabrese answered yes, absolutely.

Council Member Dewey asked if there was a valid sale pending.

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Attorney Barnstead responded that a valid sale can be defined in a number of different ways. Purchase offers have various contingencies.

Council Member Dewey asked if Mr. Barnstead could review the offer.

Attorney Barnstead said yes he could.

Supervisor Sheen's concern was if the situation continues and runs into winter, there could be potential for a more dangerous situation.

Attorney Barnstead said that his main concern is that the porches appear to be in an unsafe condition. He has seen the porches and in his opinion they look like they could collapse in some parts and could be a hazard to anyone that might attempt to walk on them. Something needs to be done to secure the area.

Supervisor Sheen asked Mr. Rocchi if that was his main concern.

Mr. Rocchi has not had the opportunity to see the inside of the house. As of now the main concern is the porch. The outside of the roof has severe water damage but he does not know the extent of damage to the inside.

Supervisor Sheen asked Ms. Susan Calabrese if it is their intention to fix the front porch within the 60 day period or is it their intention to wait for a potential buyer.

Ms. Susan Calabrese responded that it is their intention to sell the house in the condition that it is in now and hopefully the new buyer would be responsible to fix it. She said she has walked on the porch several times and never had a problem.

Council Member Roman asked to have the history explained in terms of how the procedure took place.

Mr. Rocchi explained that there are two parties involved. May 1, of 2006 the previous owner Mrs. Phyllis Hullum, was cited and given a due date of June 1, 2006 for addressing the violations. As of June 5, 2006 there was no evidence of Mrs. Phyllis Hullum being in compliance, therefore a letter from Mr. Rocchi was given to the Town Board requesting the Town Board start condemnation proceedings on the front and rear porches. In the meantime, Mrs. Phyllis Hullum wrote to the Town Board asking them for an extension.

Council Member Roman then asked Mr. Rocchi to reiterate the standard procedure for unsafe dwellings after the owner is cited and given 30 days to comply.

Mr. Rocchi explained that the owner would come to the Town Board for their determination on either to repair or remove the pending problem.

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Mr. Roman asked if there has ever been a case that has taken as long as the current one.

There was only one that he could recall.

Council Member Szerszen asked Attorney Barnstead about the letter dated June 1, 2007 that was sent to Mrs. Phyllis Hullum in Texas. She said the letter refers to her as still being the owner of 1535 Maple Avenue. If this is the case, will Mrs. Alice Calabrese be able to sell the property.

Attorney Barnstead said that the owner of record is what the Town and the County have as recorded documentation, meaning a recorded deed. In order to sell the property Mrs. Alice Calabrese would need to have her deed recorded in the County Clerk's office.

Council Member Roman asked Attorney Barnstead if there is a recorded deed showing that Mrs. Alice Calabrese is the owner.

Attorney Barnstead said he was not able to get to the County Clerk's office before it closed.

Mr. Rocchi said as of last week the Assessor's office has not received any verification from the County Clerk's office that the deed had been recorded.

Attorney Barnstead said Mrs. Alice Calabrese is technically the owner as long as a deed was signed, but as far as the town is concerned there is nothing to prove that she is the owner.

Council Member Roman asked if Attorney Barnstead has seen the deed.

Attorney Barnstead said he has not.

Council Member Dewey said that she has spoken with the Attorney from Oklahoma who handled the transaction for Mrs. Alice Calabrese. Mrs. Alice Calabrese does not have a copy of the deed. She is very sick and has a hard time getting around. Susan Calabrese, her daughter has taken on full responsibility. Ms. Susan Calabrese has contacted several Attorneys. Mrs. Alice Calabrese had no idea what she was getting into. The best way out for her is to get a local Attorney. She wants to get the deed recorded. Council Member Dewey's concern was that after the public hearing at the regular meeting held on July 11th 2006, the entire Town Board voted on commencing demolition and removal of both the front and rear porches within 30 days of the date of service and was to be completed within sixty days thereafter. The order was never followed through. If it had been, Mrs. Alice Calabrese would not be in this situation.

Council Member Roman asked why it was not demolished.

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Council Member Dewey responded that there was a pending offer to sell the property. The Town Board should have seen a copy of the contract.

Council Member Roman asked what the standard is for this procedure. At this point and time Mr. Roman doesn't believe there is a standard. So if the Town Board allows this to move forward, anyone with a hardship can get an extension for quite some time. How do we be consistent and be fair to all residents.

Council Member Dewey responded if the Town Board would have done their due diligence and followed through, this situation never would have happened. The Town Board is not setting an example. Everyone on the Town Board should take some responsibility.

Council Member Roman stated that financial consideration should not enter into the picture. Whether rich or poor or otherwise the Town Board orders things consistently when talking about compliance. Issues with income are irrelevant.

Council Member Dewey asked if the Town Board should adjourn to go into an executive session.

Attorney Barnstead stated this does not meet the criteria for an executive session. When talking in general terms.

Council Member Roman reiterated that he does not take a persons income level into consideration when talking about issues of compliance.

Council Member Dewey mentioned that there was an internal comment made that cost a contractor to complete a job or commence the job. Also an internal comment was made that might have cost Mrs. Alice Calabrese the sale of the property.

Council Member Roman said he understood what Council Member Dewey was saying, but believed they were talking about two separate issues. He is relating to cases in general and Council Member Dewey was talking about a specific case related to Mrs. Alice Calabrese.

Supervisor Sheen said the subject to discuss is the 60 day extension. His concern is when 60 days come due that the procedure be followed through. The unsafe conditions need to be fixed immediately.

Council Member Szerszen mentioned that Mrs. Alice Calabrese was aware of the original order before she purchased the property. Mr. Rocchi has a documented phone conversation with Mrs. Alice Calabrese in early October of 2006 before she purchased the property. She also said that Mrs. Alice Calabrese was taken advantage of. Mrs. Alice Calabrese is an elderly woman who wanted desperately to buy her first home. She did not have her own Attorney and used Mrs.

Phyllis Hullum's Attorney. Mrs. Alice Calabrese did not have the building inspected. If she would have applied for a mortgage the bank would have inspected the house and probably would not have approved it. She is an elderly woman who got beat by people who were just trying to unload the property. Now we are faced with the issue of what to do with this property. It has been an eyesore in the neighborhood for about two years. Council Member Szerszen is willing to approve a 30 day extension with a report within the 30 days as to what the status of the situation is.

Without going into any details Ms. Susan Calabrese said there was a buyer at one point.

Council Member Gunderman asked whos responsibility it is for the cost of demolition.

Attorney Barnstead said it would be added to the tax bill for whoever is responsible for the taxes.

Supervisor Sheen recapped that Mrs. Alice Calabrese is looking for a 60 day extension in hopes that the house gets sold as is. If it does not get sold in 60 days then the Town Board would have to do whatever needed to bring the porches up to code.

Susan Calabrese stated that they would make the repairs if they could not sell it.

Supervisor Sheen said that the repairs would have to be made within 60 days, not an additional 60 days. Supervisor Sheen asked Mr. Rocchi if he was satisfied with just the front porch being done.

Mr. Rocchi explained that the situation was cited under neighbors complaining about the physical appearance and the NYS property maintenance code. All of the three offences would have to be complied to.

Council Member Roman asked about the safety hazard and how it would impact the town if not acted upon. Nothing has been done in the past year.

Attorney Barnstead responded that there is always a concern that someone could try to say that the town is not acting on it if an accident occurred on the porch. The town would have the potential of being brought into a law suit if someone was to get hurt on the porch.

Council Member Gunderman asked Ms. Susan Calabrese if she is able to make repairs to the porch.

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Council Member Dewey said that Mr. Rocchi is asking that all three repairs be in compliance not just the porch.

Council Member Roman specifically asked what a full sale is.

Attorney Barnstead explained that a full sale of property would be that an actual closing would take place. A normal closing for a cash purchase on a property would be in the area of 3 weeks to 30 days.

Council Member Roman asked what the Town can expect in terms of the sale and documentation that we can say yes we feel comfortable as a board that the property has been sold.

Attorney Barnstead said that we can look for a full sale of the property. Or a purchase contract on the property signed by everyone on the condition, terms and contingencies contained within the agreement. It's still not a guarantee that the property will be sold. What is sufficient is up to the Town Board.

Supervisor Sheen said that the next concern is a new purchaser. The town may be in the same situation. He asked Attorney Barnstead if the sale has to be based on the new purchaser bringing the house up to code.

Attorney Barnstead said if an extension is granted you can stipulate that the new buyer must complete the repairs within 60 days.

Supervisor Sheen stated that the Town Board can not do what has been done in the past by letting this situation fester.

Council Member Dewey said the terms and conditions of the purchase offer should be considered along with the people involved. At one point Mrs. Alice Calabrese did have an all cash buyer. We should make no future attempts to discourage a purchaser from buying this property.

Council Member Roman, said whether or not the property is sold the main issue is the safety concerns. What matters is that the house is in compliance no matter who owns the house. In a 60 day period the house must be in compliance no matter who owns it.

Attorney Barnstead reiterated that the safety of the house should be the Town Boards main concern.

Supervisor Sheen said that a buyer must know that the house shall be in compliance within 60 days if that is what is decided.

Council Member Dewey thought that might discourage any prospective buyers.

Supervisor Sheen said that as Town Officials we should not be looking outside the code.

Council Member Dewey mentioned a 30 day extension to the new buyer after transfer of title.

Attorney Barnstead said that you don't know how long the closing will take place. He has seen closings that sometimes can take up to one year.

Council Member Dewey said according to the terms and conditions of the purchase offer. It is a tough situation not knowing where to compromise. If there is an offer, Mrs. Alice Calabrese should bring it to the Town Board for Attorney Barnstead to review.

Attorney Barnstead said it is not his roll to represent the taxpayers', only the Town to make sure that the codes are being complied with.

Council Member Dewey asked how the Town Board will know whether Mrs. Alice Calabrese has a good offer.

Attorney Barnstead said no one knows whether or not it is a good offer. You don't know until it closes.

RESOLUTION NO. 140-2007

REVIEW OF THE CONDITION OF THE BUILDING AT
1535 MAPLE AVENUE IN THE TOWN OF SOUTHPORT

Resolution by: Roman
Seconded by: Szerszen

WHEREAS, the Code Enforcement Officer of the Town of Southport has heretofore filed with the Town Clerk of the Town of Southport a report containing his opinion regarding the dangerous or unsafe condition to the public of certain property owned by Phyllis Hullum, Christine Miller Breese and/or Alice Calabrese and located at 1535 Maple Avenue, designated Tax Map Identification Number 110.00-1-9, and

WHEREAS, by Resolution Number 125-2006 the Town Board of the Town of Southport did find that the front and rear porches on the building located at 1535 Maple Avenue were dangerous and unsafe to the public, and

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WHEREAS, the portions of the front and rear porches of said building were subsequently removed by or on behalf of the owners of the property at 1535 Maple Avenue, and

WHEREAS, the property at 1535 Maple Avenue continues to be in a dangerous or unsafe condition, in that the front porch is not safe, the roof appears to be in need of repair and the house is in need of painting,

WHEREAS, Susan Calabrese, the daughter of Alice Calabrese, was present during the meeting and was given the opportunity to speak with regards to the condition of the property.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport, in regular session duly convened, does hereby grant the owners of 1535 Maple Avenue, sixty days from the date hereof to perform the repairs needed to the property to make the property safe and in compliance with Town and State Codes, and be it further

RESOLVED, that the Town Board shall at the August 14, 2007 Regular Town Board meeting review the status of the ownership of the property and the condition of the property at 1535 Maple Avenue.

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

RESOLUTION NO. 141-2007

RESOLUTION TO HOLD PUBLIC HEARING ON THE
PROPOSED LOCAL LAW

Resolution by: Gunderman
Seconded by: Roman

RESOLVED, that a public hearing be held by the Town Board with respect to enactment of the following local law, such public hearing to be held on the 14th day of August, 2007, at 7:15 p.m., in the Town Hall, Southport, New York. The proposed local law to be considered is as follows:

LOCAL LAW NO. 1 OF THE YEAR 2007

A LOCAL LAW TO AMEND THE TOWN OF SOUTHPORT MUNICIPAL CODE CHAPTER 192 ANIMALS, ARTICLE III DOG LICENSE FEES, ' 192-13
Copies of the text of the above-named local law shall be filed in the office of the Town Clerk.

and be it further

RESOLVED, that the Town Clerk is hereby directed and authorized to cause public notice of said hearing to be given in accordance with the Municipal Home Rule Law, the Open Meetings Law and § 264 and § 265 of the Town Law of the State of New York.

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

Tom Dugo of Sharr Ave. was in attendance to discuss a stormwater drainage problem he has in his yard that he believes was caused by the town road being resurfaced.

To solve the stormwater issue Tim Steed Drainage Consultant for the Town recommended that an offset stormwater drain collector (scupper) be tried. Highway Superintendent David Bachman said it would tie into an existing drywell, south of Mr. Dugo's driveway. It is a steel structure that can easily be tied into the drywell located in the Town's right-of-way. It would take the storm water from Mr. Dugo's side of the street. The cost of the collector is \$888.00 and takes 4 to 6 weeks to order for delivery.

Mr. Dugo's conversation with Tim Steed included two different systems. Mr. Dugo would like to verify with Tim that the correct drain is ordered. Mr. Bachman will provide Mr. Dugo with a drawing of the drain collector. Mr. Dugo is very pleased with Tim's services.

Council Member Roman asked if the town has a legal obligation to correct residents yards that are damaged by flooding in an instance that new roads have been newly constructed.

Highway Superintendent Bachman said the Town does not. The only way the Town would be liable for damages is if the Town, NYS DOT or whomever designed a system to channel stormwater, that it might unintentionally damage property. It would be a cause for action against the municipality.

David Manchester representing Webb Mills Cemetery Association Inc. was in attendance to report on its progress. The Association submitted a purchase offer to buy a section of property from the town located behind the Webb Mills Cemetery to extend the cemetery. Some contingencies were placed upon the purchase offer and those hurdles are starting to be accomplished. The NYS Cemetery Association approved the purchase of the property. Next the NYS Supreme Court will be petitioned to satisfy the conditions of forming a Webb Mills Cemetery Association Inc. and the petition has been sent in. Then the 1.162 acre to be purchased from the

town for an extension of the cemetery will be incorporated into one piece. Once the entity is created by the Supreme Court then the process can start where the transfer of the 1.162 acre that the town owns can then be conveyed to an entity. Mr. Manchester thanked the Town Board and the Highway Department for maintaining the property and for all their help and cooperation.

Council Member Dewey asked if the organization will assume the mowing of the lower part of the cemetery for the Webb Mills Church.

Mr. Manchester said yes it was passed by Town Board resolution upon the acceptance of the purchase offer by the Town Board that the Association maintain all of the cemetery.

Attorney Barnstead said it was addressed in the purchase offer.

Overseer for the Fitzsimmons Cemetery Daniel Drake said there has been a dispute on who owns part of the cemetery. Mr. Drake has been approached by people thinking that the town has ownership of Webb Mills Cemetery, and he should have knowledge of where plots are. The Town does not own the cemetery and they do not have the knowledge of where the plots are located. It is classified as an abandon cemetery. At what point how do we clarify the records. It won't be considered an abandon cemetery once everything has progressed. How will the Association keep records of the burials.

Mr. Manchester answered that a set of by-laws will be adopted through the corporation and a Board of Directors.

Mr. Drake asked how the record will ever be clarified on who is buried in the plots and the sale of plots previously made.

Mr. Manchester said the sale of plots started back in 1886 and is questionable because some were bought from the church, some from other owners, some from adjacent land owners.

Council Member Roman suggested maybe that could be a project for our new Town Historian.

Questions were asked by taxpayers' pertaining to the sewer being installed in the Curtis Street area. The main concern was whether a licensed plumber or contractor had to do the installation of the hook-up to the sewer lines.

Supervisor Sheen said absolutely not. The project will be starting soon. It would be beneficial to gather as many estimates as possible to install the hook-ups. Ask the contractor for a formal written quote with a diagram. They must have an office in Chemung County. The Chemung County Sewer District will inspect the job after it is completed.

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Bernie Floyd of Charles Street asked if the home owner could do the work to connect the sewer line to their home.

Supervisor Sheen said yes and upon completion the Chemung County Sewer District would do the inspection. He finished by inviting the residents to call his office if they had any questions pertaining to the sewer project.

Motion was made by Council Member Roman seconded by Council Member Szerszen to adjourn the meeting.

The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Carolyn A. Renko
Town Clerk