

Regular Meeting

May 8, 2007

Minutes of a Regular Meeting of the Town Board of the Town of Southport held at the Town Hall, 1139 Pennsylvania Avenue on the 8th day of May 2007.

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

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

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.

A Moment of Silence was lead by Council Member Kathleen Szerszen.

Supervisor Sheen introduced the Bielke family. The Bielke family, residents of the Town, presented a water color painting to be hung in the Town Hall. The picture was painted by their relative Julius Lars Hoftrup a past town resident. Julius, also known as Lars, lived on the Curren Road in the Hamlet of Pine City. He studied briefly in New York City at Cooper Union and the Art Institute in Chicago. Many of Lars paintings were of local farms and Chemung Counties natural beauty, but he also traveled to other parts of the country painting wherever he went. The Arnot Art Museum displays three of his paintings and a series of Lars paintings are now property of Elmira College. Many of his paintings are also held by private collectors. Lars was born in Sweeden and came to America with his parents at the age of six. He continued to live in Pine City while traveling the country side and in 1954 died at the age of 80. Julius Lars Hoftrup rests in Woodlawn Cemetery located in the City of Elmira.

Jon Drake a member of the Southport Kiwanis Club presented three American Flags to be hung at the Town of Southport Town Hall, Fitzsimmons Cemetery and Chapel Park.

Supervisor Sheen recognized our former Town Historian Virginia McElroy who recently passed away.

Monthly Reports were received as follows:

Town Clerk Carolyn A. Renko	Town Clerk & Dog License Fees	\$ 1,560.67
	Paid to Other Agencies	\$ 1,696.07
	Fitzsimmons Cemetery	\$ 500.00

05-08-2007 - 2 – Regular Meeting

Code Enforcement Office	To Chemung County Treasurer	\$ 43,813.12
	Permit Fees	\$ 1,265.20
	Site Plans	\$ 25.00
	Special Permits	\$ -0-
	Variances	\$ 50.00

S.P.C.A.

Justices

Recreation/Youth/Aging Services - No Report

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.

Correspondence was received as follows:

1. Letter to Supervisor David J. Sheen from NYS Governor Eliot Spitzer RE: Shared Service Initiative
2. Letter to Supervisor David J. Sheen from Douglas G. Wehrle Sr. Vice President Loans and Grants, Empire State Development Corporation RE: Restore 1051 South Main Street, Project #V023

Council Member Gunderman made a motion, Council Member Roman seconded to accept the April 10, 2007 Town Board minutes.

AYES: Dewey, Gunderman, Roman, Szerszen, Sheen

NOES: None

CARRIED.

RESOLUTION NO. 96-2007

APPROVING ABSTRACT OF GENERAL FUND CLAIMS

Resolution by: Gunderman

Seconded by: Szerszen

05-08-2007 - 3 – Regular Meeting

RESOLVED, that the abstract of General Fund Claims submitted by the Town Clerk for the month of May 2007, No. 307 through No. 379, in the amount of \$76,048.75 has been audited and approved for payment by this Town Board.

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

RESOLUTION NO. 97-2007

APPROVING ABSTRACT OF HIGHWAY FUND CLAIMS

Resolution by: Roman  
Seconded by: Dewey

RESOLVED, that the abstract of Highway Fund Claims submitted by the Town Clerk for the month of May 2007, No. 112 through No. 135 in the amount of \$ 31,666.52 has been audited and approved for payment by this Town Board.

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

RESOLUTION NO. 98-2007

AUTHORIZING PURCHASE OF COLD BITUMINOUS MIX AT  
CHEMUNG COUNTY BID CONTRACT PRICE

Resolution by: Gunderman  
Seconded by: Szerszen

RESOLVED that the Highway Superintendent is authorized to purchase the necessary requirements of Cold Bituminous Mix at the Chemung County bid contract price.

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

RESOLUTION NO. 99-2007

05/08/2006 - 4- Regular Meeting

APPOINTING OF SUMMER PART-TIME TEMPORARY MAINTENANCE WORKERS FOR  
PARKS, PLAYGROUNDS AND MOWING OF CEMETERIES

Resolution by: Roman  
Seconded by: Gunderman

WHEREAS, the Recreation Director is responsible for the maintenance of parks and playgrounds and mowing of cemeteries, and he has advised this Town Board that the need exists for summer part-time temporary workers in accordance with budgetary appropriations,

NOW THEREFORE BE IT RESOLVED, that the following summer part-time temporary appointments be effective May 9, 2007 through September 15, 2007 and that those individuals be paid as any other town employee pursuant to the following schedule:

<u>NAME</u>	<u>POSITION</u>	<u>COMPENSATION</u>	<u>EFFECTIVE DATE</u>
Matthew Barron	Parks/Recreation Worker	\$ 7.50/hr	05/09/07
Daniel Kreisler	Parks/Recreation Worker	\$ 7.75/hr	05/09/07
Joshua Jerzak	Parks/Recreation Worker	\$ 8.50/hr	05/09/07

and be it further

RESOLVED, that none of the aforementioned individuals shall be entitled to any benefits as a result of their employment by the Town of Southport, including but not limited to health insurance, and be it further

RESOLVED, that none of the aforementioned individuals shall commence their employment with the Town of Southport until such time as they shall have filed with the Town Clerk their appropriate Oath of Office as required by law.

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

RESOLUTION NO. 100-2007

05/08/2006 - 5 - Regular Meeting

AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH  
THE CITY OF ELMIRA TO PROVIDE ASSESSING SERVICES

Resolution by: Roman  
Seconded by: Szerszen

WHEREAS, the City has in its employment a City Assessor and an Assessor's Aide, and

WHEREAS, the Town is in need of certain assessing services, and

WHEREAS, New York State General Municipal Law ' 119-o authorizes the parties to enter into cooperative agreements and New York state real Property Tax Law ' 576 authorizes a person serving as assessor in one city to also serve as assessor in a town

NOW THEREFORE BE IT RESOLVED, for the sum of One and No/100 Dollar (\$1.00) and other consideration exchanged by the parties, the City and Town agree as follows:

1. During the term of this agreement, the City Assessor and Assessor's Aide shall remain employees solely of the City of Elmira but shall provide cooperative assessing services to the Town in accordance with this agreement.
2. In consideration of the provision of such assessing services, the Town will pay to the City the sum of FORTY SEVEN THOUSAND FIVE HUNDRED AND NO CENTS (\$47,500.00) per year commencing June 1, 2007 and continuing on the same date of each year that this agreement shall remain in effect; provided, however, that such sum shall be adjusted upward each year starting June 1, 2008 to reflect the increase in the federal consumer price index for the previous year.
  - (a) The annual amount due under paragraph 2 shall be paid in advance quarterly installments commencing June 1, 2007 and continuing on the first day of each third month thereafter. Additionally, in the event that this agreement is terminated under the provisions of paragraph 9, the City will refund the prorated portion of any unused advance quarterly payment.
3. While the City Assessor shall be solely an employee of the City during the term of this agreement, the Town, in accordance with Real Property Tax Law ' 576, shall appoint the person who occupies the position of City Assessor as Town Assessor of the Town.
4. The Assessor at all times must meet the minimum qualification standards for real property assessors established by the New York State Board of Real Property Services.
5. The Assessor shall be responsible for assessing all parcels of real property located in the Town for the purposes of taxation and special ad valorem levies for town, county, special

05/08/2006 - 6- Regular Meeting

district and school district. The Assessor shall also perform for the Town all other duties as required for Assessors by the Real Property Tax Law and the rules of the State Board of Real Property Services.

6. Each party retains its separate respective right to establish separate respective dates applicable to the assessment process in each respective assessing unit, including taxable status date, and the dates for the filing of the tentative and the final assessment rolls. Nothing in this agreement shall be construed to require the Town to set the same dates as the City or to require the City to set the same dates as the Town.

7. The Assessor and Assessor's Aide shall for all purposes be deemed employees of the City. The City shall pay the Assessor's and Assessor's Aide's salaries and make employer's contributions for social security, health insurance and other similar benefits.

8. In the event that the appointed Assessor or Assessor's Aide shall resign or otherwise be unable to remain in office, the parties agree that the City will appoint a replacement individual to serve within ninety days of such resignation or removal.

9. Either party may terminate this contract on thirty days' written notice to the other. If this contract is not so terminated, it shall be automatically extended for successive one-year periods; provided, however, that in any event, this contract shall terminate on May 31, 2012.

10. During the time that the City Assessor and the Assessor's Aide are performing duties in the Town of Southport, the Town of Southport will make available one motor vehicle for their use in connection with their duties for the Town of Southport. The Town of Southport will indemnify and hold harmless the Assessor and the Assessor's Aide for any claims relating to the performance of their duties for the Town of Southport.

11. This contract will take effect on June 1, 2007.

AYES: Dewey, Gunderman, Roman, Szerszen, Sheen

NOES: None

CARRIED.

RESOLUTION NO. 101-2007

05/08/2006 - 7- Regular Meeting

DECLARING HIGHWAY EQUIPMENT AND TOWN EQUIPMENT AS SURPLUS AND  
AUTHORIZING ADVERTISEMENT FOR BID

Resolution by:       Gunderman  
Seconded by:       Roman

WHEREAS, the Highway Superintendent and the Supervisor have advised this Town Board that certain miscellaneous vehicles and equipment are no longer needed or useful to the Town, and

WHEREAS, they have recommended that the Town Board declare such vehicles and equipment surplus and authorize the Town Clerk to advertise for bids for such vehicles and equipment,

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport does hereby declare the miscellaneous vehicles and equipment on the attached list as surplus property, and does further authorize and direct the Town Clerk of the Town of Southport to advertise for bids for such miscellaneous vehicles and equipment, and be it further

RESOLVED, that such bids shall be publicly opened by the Town Clerk or her designee at the Town Hall on June 4, 2007 at 10:00 a.m. and 10:15 a.m.

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

RESOLUTION NO. 102-2007

ACCEPTING RESIGNATION OF LLOYD E. BROWN  
AS ALTERNATE SCHOOL TRAFFIC OFFICER

Resolution by:       Gunderman  
Seconded by:       Dewey

WHEREAS, Lloyd E. Brown has submitted his resignation as a Alternate School Traffic Officer of the Town of Southport effective April 16, 2007,

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby accepts the resignation of Lloyd E. Brown as Alternate School Traffic Officer of the Town of Southport effective April 16, 2007.

05/08/2006 - 8- Regular Meeting

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

RESOLUTION NO. 103-2007

APPOINTING BRUCE E. BENNETT AS ALTERNATE SCHOOL TRAFFIC OFFICER

Resolution by: Gunderman  
Seconded by: Dewey

RESOLVED, that pursuant to Section 208-A of the General Municipal Law, as amended, Bruce E. Bennett be and he hereby is appointed Alternate School Traffic Officer on a part-time basis for the 2006-2007 School Year, effective May 1, 2007, and that his duties be limited to acting as Alternate School Traffic Officer and assisting at school crossings prior to the opening and closing of schools.

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

Resolution adopted by the Town Board of the Town of Southport at a meeting held thereof on the 8<sup>th</sup> day of May 2007.

RESOLUTION NO. 104-2007

AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO SIGN AN AGREEMENT ON BEHALF OF THE TOWN, WHICH AUTHORIZES THE SUPERINTENDENT TO DIRECTLY CONTRACT WITH THE SUPERINTENDENTS OR PERSON HOLDING SIMILAR PUBLIC OFFICE IN OTHER MUNICIPALITIES WHO POSSESS SIMILAR AUTHORIZATION FOR THE BORROWING OR LENDING OF MATERIALS AND SUPPLIES AND THE EXCHANGING, LEASING, RENTING OF MACHINERY AND EQUIPMENT, INCLUDING THE OPERATIONS THEREOF, FOR THE PURPOSE OF AIDING THE SUPERINTENDENT IN THE PERFORMANCE OF HIS/HER DUTIES

Resolution by: Dewey  
Seconded by: Gunderman

WHEREAS, all municipalities, including the Town of Southport have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities, and

05/08/2006 - 9- Regular Meeting

WHEREAS, all municipalities, including the Town of Southport have the power and authority to borrow or lend materials and supplies to other municipalities, and

WHEREAS, it is hereby determined that the Town of Southport and other municipalities have machinery and equipment which is not used at all times but lie idle during certain periods, and

WHEREAS, it is determined that the Town of Southport and other municipalities often have materials and supplies on hand which are not immediately needed, and

WHEREAS, it is hereby determined that by the renting, borrowing, exchanging or leasing of highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Southport and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or keeping a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and

WHEREAS, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing or renting of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing board are not in session, and

WHEREAS, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be quickly obtained with a minimum of paperwork and inconvenience and with a swift approval process, and

WHEREAS, it is the intent of this Town Board to give the Superintendent the authority to enter into renting, exchanging, borrowing and lending agreements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual agreement, and

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities which contract will grant the person holding the position comparable to that of superintendent authority to make similar agreements, and

WHEREAS, it is hereby determined that it will be in the best interests of the Town of Southport to be a party to such an agreement.

NOW THEREFORE BE IT RESOLVED, that the chief executive officer of Town of

## 05/08/2006 - 10- Regular Meeting

Southport is hereby authorized to sign on behalf of the Town, the following contract:

### CONTRACT OF SHARED SERVICES

' 1. For the purposes of this contract, the following terms shall be defined as follows:

“Designated Filing Agent” shall mean the central place where all similar contracts for highway shared services are filed as agreed upon by all participating municipalities.

“Municipality” shall mean any city, county, town or village which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect with the designated filing agent as defined herein.

“Contract” shall mean the text of this agreement which is identical in terms and effect with similar agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect if each Chief Executive Officer had signed each individual contract.

“Shared Services” shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange; the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrow, the value of which is equal to the borrowed supplies; the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

“Superintendent” shall mean, the case of a county, the County Superintendent of Highways, or the person having the power and authority to perform the duties generally performed by County Superintendents of Highways; in the case of a town, “Superintendent” shall mean the Town Superintendent of Highways; in the case of a village, “Superintendent” shall mean the Superintendent of Public Works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality

05/08/2006 - 11- Regular Meeting

which has filed a similar contract in the office of the designated filing agent in which has sent a notice of such filing to the officer signing this agreement and the Superintendent of the Town of Southport.

3. The undersigned municipality by this agreement grants unto the Superintendent the authority to enter into any shared service agreement with any other municipality or other municipalities subject to the following terms and conditions:

- a. The Town of Southport agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town. The determination as to whether such machinery, with or without operators, is needed by the town shall be made by the Superintendent. The value of materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective Superintendents.
- b. The Town of Southport agrees to rent, exchange or lend to any municipality any and all materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the interests of the Town/ Village to lend to any other municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Southport by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by mutual agreement of the respective Superintendents.
- c. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
- d. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.
- e. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are

## 05/08/2006 - 12- Regular Meeting

caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

- f. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared agreement is made without the memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall, within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as set forth in the memorandum.

7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in ' 3e of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.

8. In the event machinery or equipment is being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation, as may be

05/08/2006 - 13- Regular Meeting

promulgated.

11. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town/Village budget for highway purposes.

12. A record of all transactions that have taken place as a result of the Town/Village participating in the services afforded by this contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semi-annually on or before the first day of June and on or before the first day of December of each year following the filing of the contract with the designated filing agent, unless the Town Board requests the submission of records at different times and dates.

13. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract has been signed or filed with the designated filing agent with the invalid person modified or eliminated.

14. Any party to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by paragraph 1 of this contract, within the definition of "Municipality". Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

15. This contract shall be reviewed each year by the Town Board and shall expire five (5) years from the date of its signing by the Chief Executive Officer. The Town Board may extend or renew this contract at the termination thereof for another five (5) year period.

AYES: Dewey, Gunderman, Roman, Szerszen, Sheen

NOES: None

CARRIED.

RESOLUTION NO. 105-2007

05/08/2006 - 14 Regular Meeting

ACCEPTING RETIREMENT LETTER OF JOHN MALONE AS  
HIGHWAY EQUIPMENT OPERATOR I

Resolution by: Dewey  
Seconded by: Szerszen

WHEREAS, John Malone has submitted a letter for retirement as Highway Equipment Operator No. I of the Town of Southport effective May 16, 2007,

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby accepts the letter of retirement of John Malone as Highway Equipment Operator No. I of the Town of Southport effective May 16, 2007.

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

Payment to Kerbein Printing and Signs for printing and mailing of Town spring newsletters was tabled for receipt of invoice.

RESOLUTION NO. 106-2007

ACCEPTING RESIGNATION OF MARK DALRYMPLE AS A MEMBER OF THE TOWN  
OF SOUTHPORT PLANNING BOARD

Resolution by: Gunderman  
Seconded by: Dewey

WHEREAS, Mark Dalrymple has submitted his resignation as a member of the Planning Board of the Town of Southport effective April 29, 2007,

NOW THEREFORE BE IT RESOLVED, that this Town Board hereby accepts the resignation of Mark Dalrymple as a member of the Planning board of the Town of Southport effective April 29, 2007.

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

RESOLUTION NO. 107-2007

05/08/2006 - 15- Regular Meeting

AMENDING RESOLUTION NO. 59-2007 AUTHORIZING PURCHASE OF A JOHN DEERE TRACTOR SERIES 1435 DIESEL WITH 6-FOOT MOWING DECK AND FRONT WHEEL DRIVE

Resolution by: Roman  
Seconded by: Dewey

WHEREAS, by Resolution number 59-2007, the Town Board did authorize the purchase of John Deere Tractor Series 1435 Diesel with 6 foot mowing deck and front wheel drive from H & H Equipment of Big Flats, New York pursuant to contract #PC62856 with the New York state for the sum of FOURTEEN THOUSAND SEVEN HUNDRED EIGHTY-ONE AND SEVENTY- FIVE CENTS (\$14,781.75), and

WHEREAS, the aforementioned purchase price of the John Deere Tractor Series 1435 with 6-foot mowing deck and front wheel drive did not include the ONE HUNDRED SIXTY DOLLARS (\$160.00) cost of freight of having said John Deere Tractor delivered.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southport, in regular session duly convened, does hereby amend Resolution Number 59-2007 to authorize the Town of Southport to pay the ONE HUNDRED SIXTY DOLLARS (\$160.00) in freight charges in connection with the purchase of the John Deere Tractor Series 1435 Diesel with 6-foot mowing deck and front wheel drive from H&H Equipment of Big Flats, New York.

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

RESOLUTION NO. 108-2007

AUTHORIZING HIGHWAY SUPERINTENDENT TO ADVERTISE FOR BIDS FOR HOT BITUMINOUS MIX

Resolution by: Dewey  
Seconded by: Szerszen

RESOLVED, that the Highway Superintendent be and he hereby is authorized to advertise for bids for Hot Bituminous Mix, bid opening scheduled for June 4, 2007 at 10:00 a.m.

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

05/08/2006 - 16- Regular Meeting

RESOLUTION NO. 109-2007

AUTHORIZING THE SUPERVISOR TO ENTER INTO A GRANT DISBURSEMENT AGREEMENT WITH EMPIRE STATE DEVELOPMENT CORPORATION

Resolution by: Dewey  
Seconded by: Szerszen

WHEREAS, Equilibrium Equities Inc. through Southern Tier Commerce Center, LLC is the owner of a former industrial building measuring approximately 100 feet by 600 feet and located at the rear of 1051 South Main Street, Elmira, New York, which building is in need of demolition as it is outmoded and unsafe due not having been properly maintained by its former owner, the building is a detriment to the development of the overall property at 1051 South Main Street, Elmira, New York,

WHEREAS, Equilibrium Equities Inc. through Southern Tier Commerce Center, LLC is the owner of the property at 1051 South Main Street is attempting to develop the property but that the aforementioned building in the rear of 1051 South Main Street, Elmira, New York and the cost of demolishing the same represents an impediment to such development,

WHEREAS, the Town of Southport, on behalf of Equilibrium Equities Inc. and Southern Tier Commerce Center, LLC has applied to the Empire State Development Corporation through the Restore New York Communities Initiative for the demolition of the 100 foot by 600 foot and located at the rear of 1051 South Main Street, Elmira, New York, and

WHEREAS, the Town of Southport has been approved by the Empire State Development Corporation through the Restore New York Communities Initiative for a grant to demolish said building at the rear of 1051 South Main Street, Elmira, New York, and

WHEREAS, Empire State Development Corporation has provided the Town of Southport with a draft Grant Disbursement Agreement.

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to enter into a Grant Disbursement Agreement with the Empire State Development Corporation with regards to the grant awarded the Town of Southport under the Restore New York Communities Initiative for the demolition of the 100 foot by 600 foot and located at the rear of 1051 South main Street, Elmira, New York.

AYES: Dewey, Gunderman, Szerszen, Sheen  
NOES: None

05/08/2006 - 17- Regular Meeting

ABSTAIN: Roman  
CARRIED.

Employee evaluations were on the agenda for discussion. Council Member Roman stated that the procedure to perform employee evaluations is more involved than he expected and would like more time to do his homework. Council Member Szerszen said she would not like it to go away but would like to table the discussion for a later time.

Bids for the resurfacing of the Chapel Park Memorial Walkway were opened May 3, 2007 at the Town Hall and received as follows:

- |                                                                                             |                                                        |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------|
| 1. Airport Striping<br>P.O. Box 184<br>Pine City, New York 14871                            | \$18,820.00<br>(non-collusive certificate<br>included) |
| 2. Narde Paving Company<br>400 E. 14 <sup>th</sup> Street<br>Elmira Heights, New York 14903 | \$20,760.00<br>(non-collusive certificate<br>included) |

RESOLUTION NO. 110-2007

ACCEPTING BID FOR RESURFACING OF CHAPEL PARK MEMORIAL WALKWAY

Resolution by: Gunderman  
Seconded by: Roman

WHEREAS, the Recreation Director, as directed by this Town Board, caused proper advertisement to be made for bids for resurfacing of Chapel Park Memorial Walkway, and

WHEREAS, all bids so submitted were duly opened and read by the Recreation Director and the Town Clerk at the Town Hall, 1139 Pennsylvania Avenue, Elmira, New York, on May 3, 2007, as follows:

- |                                                                  |                                                        |
|------------------------------------------------------------------|--------------------------------------------------------|
| 1. Airport Striping<br>P.O. Box 184<br>Pine City, New York 14871 | \$18,820.00<br>(non-collusive certificate<br>included) |
|------------------------------------------------------------------|--------------------------------------------------------|

05/08/2006 - 18- Regular Meeting

2. Narde Paving Company	\$20,760.00
400 E. 14 <sup>th</sup> Street	(non-collusive certificate
Elmira Heights, New York 14903	included)

and,

WHEREAS, this Town Board finds and determines that Airport Striping be and the same hereby is found to be the lowest responsible bidder,

NOW THEREFORE BE IT RESOLVED, that the bid of Airport Striping for resurfacing the Chapel Park Memorial Walkway be and the same hereby is accepted, for the amount of EIGHTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$18,820.00), and be it further

RESOLVED, that such contract shall include the bid specifications as originally promulgated by this Town Board, and be it further

RESOLVED, that the Town Supervisor is hereby authorized and directed to execute a written contract with Airport Striping, for the above referenced awards, the terms and conditions of that contract to be subject to the review and approval of the Town Attorney.

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

Discussion was held on a pending discussion from the April Town Board meeting regarding a drainage problem on the property of Tom Dugo at 401 Sharr Ave. Council Member Szerszen received a draft letter from Tim Steed, Drainage Consultant for the Town giving his opinion on the situation. Mr. Steed will examine the flooding on Mr. Dugo's property under storm conditions to get a better idea of how to resolve the problem.

Compensation for Members of the Planning Board and Board of Appeals was tabled for the June meeting.

Council Member Szerszen mentioned that the Senior Olympic events are in progress and that the Senior Dance is also scheduled for May 23, at Southside High School.

Under Taxpayers' Requests, Frank May resident of 950 Charles Street asked about the vacant position in the Police Department and the possibility of hiring a part-time Code Enforcement Officer.

05/08/2006 - 19 Regular Meeting

Supervisor Sheen stated that the positions would be discussed at the next Town Board meeting in June.

Council Member Szerszen made a motion, Council Member Roman seconded to adjourn the meeting into an executive session to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

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

The meeting was adjourned at 8:20 p.m.

The meeting reconvened at 10:13 p.m.

RESOLUTION NO. 111-2007

APPOINTING ANDREW R. ROHR AS EQUIPMENT OPERATOR No. 2

Resolution by: Roman  
Seconded by: Dewey

WHEREAS, John L. Malone has notified this Town Board of his intention to retire as Equipment Operator No. 1 for the Highway Department of the Town of Southport, effective May 16, 2007,

NOW THEREFORE BE IT RESOLVED, that Andrew R. Rohr be and he hereby is appointed Equipment Operator No. 2 for the Highway Department of the Town of Southport, with a probationary period of 26 weeks effective June 13, 2007, and be it further

RESOLVED, that Andrew R. Rohr, shall receive an hourly salary in the amount of \$13.13 as compensation for his duties and shall be entitled to and receive any and all benefits available to any full-time employee of the Town of Southport, and be it further

RESOLVED, that said appointment be made pursuant the terms and conditions of a contract between the Highway Employees and the Town of Southport dated February 13, 2007, and pursuant to the Civil Service Laws of the State of New York and the regulations promulgated by the Chemung County/City of Elmira Civil Service Commission.

05/08/2006 - 20- Regular Meeting

AYES: Gunderman, Dewey, Roman, Szerszen, Sheen  
NOES:  
CARRIED.

RESOLUTION NO. 112-2007

APPOINTING AARON L. SMITH AS EQUIPMENT OPERATOR No. 2

Resolution by: Roman  
Seconded by: Dewey

WHEREAS, Joseph Nichols Sr. retired as Equipment Operator No. 1 for the Highway Department of the Town of Southport, effective February 8, 2007,

NOW THEREFORE BE IT RESOLVED, that Aaron L. Smith be and he hereby is appointed Equipment Operator No. 2 for the Highway Department of the Town of Southport, with a probationary period of 26 weeks effective June 13, 2007, and be it further

RESOLVED, that Aaron L. Smith, shall receive an hourly salary in the amount of \$13.13 as compensation for his duties and shall be entitled to and receive any and all benefits available to any full-time employee of the Town of Southport, and be it further

RESOLVED, that said appointment be made pursuant the terms and conditions of a contract between the Highway Employees and the Town of Southport dated February 13, 2007, and pursuant to the Civil Service Laws of the State of New York and the regulations promulgated by the Chemung County/City of Elmira Civil Service Commission.

AYES: Gunderman, Dewey, Roman, Szerszen, Sheen  
NOES:  
CARRIED.

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

AYES: Gunderman, Dewey, Roman, Szerszen, Sheen  
NOES:  
CARRIED.

The meeting was adjourned at 10:15 p.m.

05/08/2006 - 21- Regular Meeting

Respectfully submitted,

Carolyn A. Renko  
Town Clerk