

Seneca County Board of Supervisors
Special Meeting
July 25, 2017

Call to Order

Chairman Shipley called the meeting to order at 6:00 p.m.

Roll Call of Members by the Clerk

Eleven members of the Board of Supervisors answered roll call. Sprvrs. Trout, Lazzaro, and Churchill were not present

Pledge of Allegiance and Moment of Silence

Presentation of Shared Services Initiative

County Manager Sheppard presented the Draft plan for Shared Services for Seneca County in compliance with Chapter 59 of the law of 2017, Part BBB.

The portion of the plan for snow removal will provide an agreement with participating towns to be compensated by the County to remove snow and ice from county roads. The Towns of Fayette made a verbal commitment to participate. Sprvr. Davidson said Lodi will also participate. If the County's compensation to the towns is less than what it will cost the County, the net difference is a property tax benefit.

Sharing snow plowing services: The County would not have the need to fill vacant county positions for a full-time MEO (\$50K) and a county seasonal part-time MEO (\$10K); the expense to replace (\$220K), operate (\$10K) and maintain (\$10K) a truck would be avoidable. Fayette has 24 county-road miles. With Lodi participating the total county-road miles would be approximately 40 miles.

The county compensation rate was proposed at \$3,000 for the number of county-road miles; however, discussion by the Board of Supervisors resulted in an agreed amount of \$4,500 due to the use of salt mix vs. sand only for winter road safety.

Sharing mowing services: The County would reimburse towns for personnel expenses and equipment expenses. The potential for efficiencies and property tax reduction relies on improved utilization of existing equipment and denying the purchase of replacement equipment. It is assumed that the cost to the towns for mowing is approximate to the cost for the county, as long as the county does not replace mower equipment as planned for \$75K.

Sharing equipment: the County would provide unique highway department equipment to the towns. The cost of ownership is substantial. Efficiencies can be gained by increasing the utilization of the equipment. County property tax reductions can be realized by supplanting levy requirement of ownership with rental fees. Town and Village property tax reductions can be realized by renting County owned equipment below market prices.

The county manager is required to submit this plan by August 1. However, additional Seneca County towns and villages may join even after the plan is adopted. If a municipality wishes to end its participation, a weeks' notice is required.

Special Order of the Day

The meeting adjourned at 6:24 p.m.

DRAFT



Seneca County

John Sheppard

County Manager

July 20, 2017

Seneca County Board of Supervisors
1 DiPronio Drive
Waterloo, NY 13165

Honorable Supervisors:

Please accept this document and affiliated attachments as Seneca County's Countywide Shared Services Plan (CWSSP) in compliance with Chapter 59 of the Laws of 2017, Part BBB.

Introduction:

Seneca County intends to comply with Chapter 59 of the Laws of 2017, Part BBB. A Shared Services Panel was convened, possible property tax reductions were contemplated and it is the intent of Seneca County to implement the following plan;

A. Snow removal of county roads

- a. A snow removal agreement (Attachment A) is authored and available for the Towns of Seneca County to be compensated by the County to remove snow and ice from county roads.
- b. At the date of this plan, the Town of Fayette has made a verbal commitment to join with the County in this effort.
- c. Benefit analysis;
 - i. Little to no source data is available to accomplish a specific cost analysis of this benefit. Seneca County and the Towns have little historical data of actual expenditures for snow and ice removal. The annual costs of removing snow and ice is highly variable and inclusive of; weather, fuel, labor, equipment and commodities (salt, sand, etc.) There is, however, a defensible method of benefit analysis using opportunity costs. If the County's compensation to Fayette is less than what it will cost the County, the net difference is a property tax benefit. Fayette plans to better utilize existing personnel and equipment to clear 24, county-road miles. Fayette is not expected to increase property taxes as a result of this effort. Please reference the following;

Seneca County Manager
1 DiPronio Drive
Waterloo, NY 13165
(315) 539-1705
jsheppard@co.seneca.ny.us



Seneca County

John Sheppard

County Manager

Item	County 2018 Expense
1. Full Time MEO, no-fill vacancy	(\$50,000)
2. Part Time MEO, no-hire	(\$10,000)
3. Truck Operation	(\$10,000)
4. Deny scheduled truck replacement	(\$220,000)
5. Compensate Fayette for snow removal	\$72,000
6. Net 2018 county property tax benefit	\$218,000

B. Roadside mowing of county roads

- a. A roadside mowing agreement (Attachment B) is authored and available for the Towns of Seneca County to be compensated by the County to mow county roads.
- b. At the date of this plan, the Town of Fayette has made a verbal commitment to join with the County in this effort.
- c. Benefit analysis;
 - i. The roadside mowing agreement reimburses the Town for personnel expenses and equipment expenses. The potential for efficiencies and property tax reduction relies on the better utilization of existing equipment and denying the purchase of replacements. It is assumed that the personnel costs and equipment costs of Fayette vice the County are equal. Please reference;

Item	County 2018 Expense
1. Deny scheduled mower replacement	(\$75,000)
2. 2018 county property tax benefit	\$75,000

C. County renting unique highway department equipment to towns

- a. A rental agreement for unique highway equipment (Attachment C) is authored and available for the towns of Seneca County.
- b. The cost of ownership of this equipment is substantial. While the availability of possession (considering weather, labor, and project scheduling) justifies ownership, efficiencies can be gained by increasing the utilization of the equipment.

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County Manager

- c. County property tax reductions can be realized by supplanting levy requirements of ownership with rental fees. Town and Village property tax reductions can be realized by renting County owned equipment below market prices. It is assumed the demand for this equipment (10 wks) exceeds the availability of the equipment. Please reference;

Item	County 2018
1. Tracked excavator, annual ownership	\$11,350
2. Tracked excavator rent @ 10 wks	(\$5,000)
3. Boom mower, annual ownership	\$9,500
4. Boom mower rent @ 10 wks	(\$5,000)
5. Net 2018 county property tax benefit	\$10,000

	Towns 2018
6. Tracked excavator rent at market, 10 wks	(\$16,222)
7. Tracked excavator rent from Cnty, 10 wks	(\$5,000)
8. Boom mower rent at market, 10 wks	(\$7,666)
9. Boom mower rent from Cnty, 10 wks	(\$5,000)
10. Net 2018 Town property tax benefit	\$13,888

Total 2018 cnty/twn/village property tax benefit \$23,888

D. Total 2018, WCSS, property tax benefit \$316,888

E. Future property tax benefit of this plan

- a. It is assumed; with the current heavy-truck fleet of 10, a useful life of 10 years/truck and snow removal being contracted through the towns at 20 additional road-miles/year, similar property tax advantages will be recognized in 2019 and annually thereafter.
- b. It is assumed; \$75,000 annual property tax benefit is a conservative figure when more towns mow county roads and reduce the necessity of replacing county owned equipment (mowers, AG tractors, staff transportation vehicles, fueling vehicle, etc.)

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County Manager

- c. It is assumed; the property tax benefit of renting unique County Highway Department equipment will continue and at least provide an annual property tax benefit of: \$23,888
- d. CY2019 benefit: \$316,888
- e. Annual benefit: \$316,888

John Sheppard

Seneca County Manager
1 DiPronio Drive
Waterloo, NY 13165
(315) 539-1705
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#A Snow Agreement
Spec Pass
mtg
7/25/17

THIS AGREEMENT, made the _____ day of _____, 2017 by and between

THE COUNTY OF SENECA, a municipal corporation of the State of New York, having an office and place of business at Seneca County, 1 DiPronio Drive, Waterloo, New York 13165

(hereinafter referred to as the "County")

and

TOWN OF _____, a municipal corporation of the State of New York, having an office at _____

(herein after referred to as the "Town")

WITNESSETH:

WHEREAS, the County desires to contract snow and ice control services upon County Roads or portions thereof set forth as in Schedule "A" which is attached hereto to provide for reasonable passage and movement of vehicles over such roads; and

WHEREAS, the Town is willing to furnish all necessary personnel, machinery, tools, supplies, materials and equipment to provide snow and ice control services subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: This Agreement shall commence on October 1, 2017 and shall expire on September 30, 2018, unless sooner terminated as herein provided.

SECOND: The Town agrees to furnish all necessary personnel, machinery, tools, supplies, materials and equipment to provide snow and ice control services upon those designated County Roads or portions thereof set forth as in Schedule "A" which is attached hereto. Said services shall be provided upon the paved portions of County roads as well as bridges on County roads.

SERVICES TO BE PROVIDED: The basic services elements (to include equipment, materials and labor) to be provided by the TOWN as part of this AGREEMENT are:

- 1.e Snow watch and dispatching e
- 2.e Purchase and storage of salt and abrasive stockpiles.e
- 3. Application of salt and abrasives.
- 4. Snow plowing, including winging back.e
- 5. Field supervision of salting and plowing activities.
- 6. The Town shall observe its customary practice in connection with correction of damage to lawns and mailboxes, which is a direct result of snow removal operations.e

All work to be performed in the manner consistent with the goal of providing a safe and passable roadway, given the constraints of operating resources and character of the snow event. The Seneca County Superintendent of Highways, ("Superintendent") or his authorized representative shall review performance and offer suggestions and guidance to improve the efficiency and/or performance of the Town. In the event that the County and Town jointly develop and agree upon a methodology to track costs, then upon request of the County, the Town shall track the costs of snow and ice control on County roads serviced under this Agreement.

THIRD: LEVEL OF SERVICE: The TOWN will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to substantially meet the objectives of the Seneca County Highway Superintendent. Upon request, the County will provide operational and training assistance for the Town in achieving consistent and safe road conditions for County motorists.

FOURTH: For the services performed pursuant to Paragraph "SECOND" above, the County shall reimburse the Town as follows:

The rate of reimbursement for the period beginning October 1, 2017 through September 30, 2018 shall be \$3,000.00 per road-mile. In the event of a County-declared snow emergency, the County may agree to pay for extended services, such as snow hauling from intersections, on a time/material basis. This would be accomplished in a work order where fees are established before the work commences. All parties to this agreement may re-open the contract by notice to the County Manager and/or Towns to address rapidly rising or falling commodity prices, such as fuel, salt or steel. Any decision to change rates must be approved by the Board of Supervisors.

FIFTH: The Town will receive one half (1/2) of the agreed upon amount no later than February 28 and the remainder of the amount no later than June 30 of each contract year.

SIXTH: Either party, upon twelve months' prior written notice, may terminate this Agreement at will. Subject to the availability of funds, the Town shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

SEVENTH: Except in an emergency, the Town shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous consent of the County. No assignment, subcontracting, subletting or other such disposition of the Agreement, either with or without such consent of the County, shall serve to relieve the Town of its obligations hereunder.

EIGHTH: The Town shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to all applicable provisions of the Labor Law, Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions hereto.

NINTH: The Town shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "B", attached hereto and made a part hereof. In addition, the Town agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts of omissions referred to in paragraphs (a) and to bear all other costs and expenses related thereto.

TENTH: All notices hereunder shall be in writing and shall be deemed given when delivered or mailed, postage prepaid, certified mail, return receipt, addressed as follows:

To the County:

County Manager
Seneca County Office Building
1 DiPronio Drive
Waterloo, New York 13165

with a copy to:

County Attorney
Seneca County Office Building
1 DiPronio Drive
Waterloo, New York 13165

To the Town:

Town Clerk
Town of _____
_____, New York 1XXXX

ELEVENTH: This agreement shall bind the successors, assigns and representatives of the parties hereto.

TWELFTH: This agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

THIRTEENTH: This Agreement shall not be enforceable until signed by all parties.

IN WITNESS WHEREOF, The County and the Town have executed this agreement in triplicate.

#B Mow Agreement
Spec
P208
MLG
12/25/17

THIS AGREEMENT, made the _____ day of _____, 2017 by and between

THE COUNTY OF SENECA, a municipal corporation of the State of New York, having an office and place of business at Seneca County, 1 DiPronio Drive, Waterloo, New York 13165

(hereinafter referred to as the "County")

and

TOWN OF _____, a municipal corporation of the State of New York, having an office at _____.

(herein after referred to as the "Town")

WITNESSETH:

WHEREAS, the County desires to contract roadside mowing services upon County roads or portions thereof set forth as in Schedule "A" which is attached hereto to provide for the safety and reasonable viewshed over such roads; and

WHEREAS, the Town is willing to furnish all necessary personnel, machinery, tools, supplies, materials and equipment to provide roadside mowing subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: This Agreement shall commence on June 7, 2018 and shall expire at the request of either party or renewed indefinitely with a yearly affirmation of reimbursable expenses (reference sample letter in Schedule "B").

SECOND: The Town agrees to furnish all necessary; personnel, machinery, tools, supplies, materials and equipment to mow the roadsides of County roads (reference Schedule "A")

THIRD: LEVEL OF SERVICE: The TOWN will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to substantially meet the objectives of the Seneca County Highway Superintendent. Upon request, the County will provide operational and training assistance for the Town in achieving consistent and safe road conditions for County motorists.

FOURTH: Except in an emergency, the Town shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous consent of the County. No assignment, subcontracting, subletting or other such disposition of the Agreement, either with or without such consent of the County, shall serve to relieve the Town of its obligations hereunder.

FIFTH: The Town shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to all applicable provisions of the Labor Law, Worker's Compensation Law, State Unemployment Insurance Law, Federal Social security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions hereto.

SIXTH: The Town shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof. In addition, the Town agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its officers, employees and agents from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts of omissions referred to in paragraphs (a) and to bear all other costs and expenses related thereto.

SEVENTH: All notices hereunder shall be in writing and shall be deemed given when delivered or mailed, postage prepaid, certified mail, return receipt, addressed as follows:

To the County:

County Manager
Seneca County Office Building
1 DiPronio Drive
Waterloo, New York 13165

with a copy to:

County Attorney
Seneca County Office Building
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Waterloo, New York 13165

To the Town:

Town Clerk
Town of _____
_____, New York 1XXXX

EIGHTH: This agreement shall bind the successors, assigns and representatives of the parties hereto.

NINTH: This agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized re representative of each of the parties.

TENTH: This Agreement shall not be enforceable until signed by all parties.

IN WITNESS WHEREOF, The County and the Town have executed this agreement in triplicate.

THE COUNTY OF SENECA

By _____
John Sheppard
County Manager

THE TOWN OF SENECA

- Town Supervisor