

February 9, 2022  
Town of Erin Board Meeting

Supervisor Schmidt called the regular meeting of the Erin Town Board to order on this date at 6:30 PM. She then asked the Clerk to call the roll.

MEMBERS PRESENT: William VanRiper, Jr., Daniel Delorme, Michael Shutts, Dawn Schmidt.

MEMBERS EXCUSED: Randy Evans.

PUBLIC PRESENT: Harold & Maureen Spencer, Gary Ratchford, Mark Margeson.

Supervisor Schmidt welcomed everyone and the Pledge of Allegiance was recited.

A motion was made by M. Shutts and seconded by D. Delorme to pay the audited bills as they appear on the General Fund Abstract 2, #11-24 totaling \$7,074.65; and the Highway Fund Abstract 2, #7-21 totaling \$68,217.96; and the Trust & Agency Fund Abstract 2, #2, totaling \$3,998.01.

Motion Carried: Ayes: W. VanRiper, Jr., D. Delorme, M. Shutts, D. Schmidt. Nays: None.

A motion was made by D. Delorme and seconded by W. VanRiper, Jr. to dispense with the reading of the minutes from the Year End, Organizational and regular Board meeting on January 12, 2022 and approve the minutes.

Motion Carried: Ayes: W. VanRiper, Jr., D. Delorme, M. Shutts, D. Schmidt. Nays: None.

COMMUNICATIONS

- A letter of resignation from the bookkeeper, Angie Li, was read. Resignation will take effect on February 28, 2022. A thank you letter to Angie Li was also read and signed by the Town Board thanking her for her hard work and dedication to the Town of Erin.
- NY Responds has provided the County a distribution of COVID take home test kits that will be distributed by the Town Clerk. The Town of Erin received 70 test kits.

AGENDA FOR THE TOWN OF ERIN BOARD MEETING FEBRUARY 9,2022;

1. RESOLUTION 16-2022 NOTING 2021 JUSTICE RECORDS HAVE BEEN DULY EXAMINED
2. RESOLUTION 17-2022 RESOLUTION TO APPROVE INTERMUNICIPAL AGREEMENT WITH TOWN OF HORSEHEADS, TOWN OF VETERAN, AND VILLAGE OF ELMIRA HEIGHTS
3. RESOLUTION 18-2022 APPOINTING POSITION OF DEPUTY SUPERVISOR
4. RESOLUTION 19-2022 READING INTO THE RECORD AND ACCEPTANCE OF BOOKKEEPER LETTER OF RESIGNATION

RESOLUTION 16-2022

NOTING 2021 JUSTICE RECORDS HAVE BEEN DULY EXAMINED

Resolution By: W. VanRiper, Jr.

Seconded By: M. Shutts

BE IT RESOLVED that the 2021 Justice records have been duly examined and fines collected and turned over to proper Town officials.

Motion Carried: Ayes: W. VanRiper, Jr, D. Delorme, M. Shutts, D. Schmidt. Nays: None.

RESOLUTION 17-2022

RESOLUTION TO APPROVE INTERMUNICIPAL AGREEMENT WITH TOWN OF HORSEHEADS, TOWN OF VETERAN, AND VILLAGE OF ELMIRA HEIGHTS

Resolution By: M. Shutts

Seconded By: W. VanRiper, Jr.

RESOLVED to approve the intermunicipal agreement with the Town of Horseheads, Town of Veteran and Village of Elmira Heights regarding the 2008 bucket truck.

2008 BUCKET TRUCK INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement") dated the day of \_\_\_\_\_, 2022, among the TOWN OF HORSEHEADS ("Horseheads"), with office located at 150 Wygant Rd., Horseheads, NY 14845; TOWN OF ERIN ("Erin") with office located at 1138 Breesport Rd., Erin,

NY 14838; TOWN OF VETERAN ("Veteran") with office located at 4049 Watkins Rd., Millport,

NY 14864 and VILLAGE OF ELMIRA HEIGHTS ("Heights") with office located at 215

Elmwood Ave., Elmira Heights, NY 14903, are hereinafter referred to, jointly, as the "Parties"

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law SI 19-0 municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, by Resolution No. -20 duly adopted at its meeting held on \_\_\_\_\_,

200 the Town Board of Horseheads authorized the Town to enter this Agreement, for the sharing of a 2008 Versa Lift Ford Bucket Truck ("Truck"), and

WHEREAS, by Resolution No. -20, duly adopted at its meeting held on \_\_\_\_\_,

200\_, the Town Board of Erin authorized the Town to enter this Agreement, for the purchase of one fourth share and the sharing of a 2008 Versa Lift Ford Bucket Truck ("Truck"), and

WHEREAS, by Resolution No. -20, duly adopted at its meeting held on \_\_\_\_\_,

200 the Town Board of Veteran authorized the Town to enter this Agreement, for the purchase of one fourth share and the sharing of a 2008 Versa Lift Ford Bucket Truck ("Truck"), and

WHEREAS, by Resolution No. -20 duly adopted at its meeting held on \_\_\_\_\_,

200\_, the Village Board of the Heights authorized the Village to enter this Agreement, for the purchase of one fourth share and the sharing of a 2008 Versa Lift Ford Bucket Truck ("Truck"), and

WHEREAS, the Parties believe it is in each of their best interests to use the Truck on a cooperative basis all as same may be agreed hereunder; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this

Agreement setting forth the terms, provisions, covenants and conditions with respect to the Truck.

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. THE PURPOSE.

The purpose of this agreement is to establish the respective rights, duties, responsibilities, and guidelines for the purchase, operation, maintenance and disposal of the Truck jointly owned by the Parties

2. TERM OF AGREEMENT.

- (a) The term of this Agreement shall commence on the date hereof and shall expire upon further written agreement of the parties hereto or sooner termination.
- (b) Each Party has the absolute right to terminate this Agreement at any time by written notice to the other sent no fewer than thirty (30) days in advance of the termination date.

3. PURCHASE & OWNERSHIP OF TRUCK.

- (a) Horseheads has purchased the Truck pursuant to a bid process, for the sum of \$35,000.00 and the Truck has been licensed and insured by Horseheads
- (b) The Parties and each of them has inspected the Truck and has determined that it is sufficient for their respective needs.
- (b) Each Party has inspected said Truck and has determined that it is sufficient for their respective needs.
- (c) The title to the truck shall be maintained in the Town of Horseheads; the equitable ownership of the truck shall be 25% each Town and 25% Village, unless terminated by any party. (d) Each Town and the Village shall make payment to the Town of Horseheads in the amount of \$8,750.00 as reimbursement toward its share of the purchase of the Truck.
- (e) No party hereto may transfer, assign or sell its interest without first giving the other parties the option to purchase said interest at its appraised fair market value. In the event the selling municipality's interest is not purchased by the non-selling municipality, then the interest of the selling municipality may be sold by such selling municipality only to another municipality. Any such sale of truck to another municipality shall be conditioned upon the purchasing municipality to be bound by this Agreement.

4. SCHEDULING USE OF TRUCK.

- (a) Use of the truck shall be subject to advance scheduling to be agreed upon by the Towns Highway Superintendent and the Village Director of Public Works. Scheduling for use will be coordinated through the named parties or their designee unless otherwise agreed. The truck shall be available to each party, subject to the requirement for advance scheduling. The parties to this agreement shall have preference for use over any agreement of an owner municipality sharing the truck with another municipality as hereinabove provided.
- b) The truck shall be housed at the Town of Horseheads Highway Department grounds when not in use, unless otherwise agreed upon by each party.

## 5. STATUS OF EMPLOYEES.

- (a) The municipal employees whose Services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees of each individual Town and Village, (b) Each party shall be responsible to assure that their employees are properly trained on and supervised during the operation of the Luck.
- (c) In all cases, the each party own shall ensure that their employees is covered by the municipalities liability and worker's compensation insurance for all activities to be performed pursuant to this Agreement.

## 6. OPERATION AND MAINTENANCE.

- (a) Parties shall be individually and solely responsible for the repair and cost of repairs for damage caused to the buck by the individual use, such as, broken window, damage caused by limbs hitting truck.
- (b) The Town of Horseheads Highway Department shall schedule and provide for maintenance and repairs and record all such expenses, Maintenance and repairs may also be performed by the Towns or Village, or by outside contract as may be mutually agreed by the parties.
- (c) The parties shall be jointly responsible for total annual costs of shared maintenance and repairs to the truck and each party shall be billed and pay 25<sup>0</sup>/0 of such costs.
- (d) The parties shall be jointly responsible for the cost of all required inspections of the truck, including by not limited to, inspections of boom and dielectric boom inspections as required by OSHA.
- (e) Truck shall be fueled, lubed and cleaned, prior to movement to another municipality for its use, by the last municipality using it. Each municipality shall be responsible for the pickup, preparation, and transportation of the truck.

## 7. LOGBOOK

- (a) A logbook shall be maintained in the truck for purpose of logging dates, time and hours of operation by each municipality, including repair and maintenance completed on the truck.

## 7. DISPUTES.

- a) Any dispute not resolved, by the Towns' Highway Superintendents or Village Director of Public Works regarding the scheduling of use, operation and/or maintenance of the truck shall be referred to the Towns' Supervisor and Village Mayor for resolution.

## 8. NOTICES

All notices, including notice of termination of this Agreement shall be personally delivered or sent by certified mail, return receipt requested, as follows:

TOWN OF HORSEHEADS  
150 Wygant Rd.

Horseheads, NY 14845

TOWN OF ERIN 1138  
Breesport Rd.

Erin, NY 14838

TOWN OF VETERAN 4049  
Watkins Rd.

Millport, NY 14864

VILLAGE OF ELMIRA HEIGHTS  
215 Elmwood Ave. Elmira  
Heights, NY 1490

with copy to:

Town of Highway Superintendent TOWN  
OF HORSEHEADS

150 Wygant Rd. Horseheads,  
NY 14845

#### 9. INSURANCE.

The Towns and Village will each provide insurance for the operation of said truck. They may do so through a single policy insuring them and their interests if feasible of separate policies doing so. Said insurance shall also apply to the use of same by another municipality (other than a Party) when the Luck is being shared. Said insurance shall also provide for the defense and indemnification of the other municipalities who are parties to this agreement relative to the truck's use and operation. .

The minimum amount of insurance shall be a commercial general liability policy, or its equivalent, with policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

b) When anyone of the parties to this agreement uses the truck the party so using same shall be responsible for any and all liability, personal injury, and/or property damage arising out of or related to said use or operation. The party using the truck shall pay for any physical or mechanical damage to the truck while in such party's care, custody or control provided such damage is due to neglect, improper operation of the truck, or the like. The using party will indemnify, hold harmless and defend the other parties for any cause or action for personal injury and/or property damage resulting from or arising out of such party's use.

#### 10. INTERMUNCIPAL SHARING

(a) Any party may loan the truck to another municipality unless such municipality has notified in writing by another party to this agreement that the latter objects to the loaning of the truck to a particular municipality.

b) The truck shall not be loaned if same would adversely affect the use of same by a party hereto.

c) The borrowing municipality shall use the truck only for purposes for which same was designed, shall exercise reasonable care to avoid damage to the truck, and shall exercise reasonable care in the operation of the truck (but the right to operate it is subject to sub-paragraph [d] below). As a condition of borrowing the truck, it is understood and agreed that the borrowing municipality shall indemnify, hold harmless and defend the parties to this agreement for any cause or action for personal injury or property damage resulting from or arising out of the borrowing municipality's use of the truck.

d) The borrowing municipality shall provide a trained and qualified operator of the buck at all times but in no case shall the truck be operated by another municipality without prior express consent of the parties to this agreement.

e) The borrowing municipality shall be responsible for maintaining the logbook showing dates, time and hours of use.

(f) Truck shall be fueled, lubed and cleaned, prior to return of truck. Each municipality shall be responsible for the pickup, preparation, and transportation of the truck.

#### 11. INSURANCE.

The [Municipality/District] agrees to procure and maintain and furnish certificates of

Insurance evidencing commercial general liability insurance with a State admitted carrier holding an "A" rating from AM Best Company or equivalent covering the liability of the

[Municipality/District] and indemnifying, defending, and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000). The Town and its agents, employees, and representatives shall be named as additional insureds on said policy, and entitled to thirty (30) days advance written notice of any cancellation or termination thereof.

#### 12 TERMINATION OF AGREEMENT.

a) Should the Towns or Village elect to terminate this agreement, written notice to the other municipalities shall be given. At least thirty (30) days prior written notice of termination is required.

Such written notice shall be deemed to be a notice that such terminating municipality has offered to sell its respective interest to the other parties.

(b) If the other municipalities do not elect to purchase the interest of the terminating municipality, and if there is no transfer of the terminating municipality's ownership to another municipality; or, if all, parties shall elect to terminate this agreement, then the truck shall be sold according to the provisions of law regarding disposition of such truck the net proceeds shall be divided.

#### 13. WAIVER.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way effect 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.

#### 14. MODIFICATION.

This agreement constitutes the complete understanding of the parties. No modification of any terms thereof shall be valid unless in writing and signed by all the parties.

#### 15. GOVERNING LAW; SEVERABILITY.

This Agreement shall be governed by the laws of the New York State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF HORSEHEADS

By \_\_\_\_\_  
Donald J. Fischer, Supervisor

TOWN OF ERIN

By \_\_\_\_\_  
Dawn H. Schmidt Supervisor

TOWN OF VETERAN

By \_\_\_\_\_  
David Lewis, Supervisor

VILLAGE OF ELMIRA HEIGHTS

By \_\_\_\_\_  
Margaret Smith, Mayor

Motion Carried: Ayes: W. VanRiper, Jr, D. Delorme, M. Shutts, D. Schmidt. Nays: None.

RESOLUTION 18-2022  
APPOINTING POSITION OF DEPUTY SUPERVISOR  
Resolution By: D. Schmidt  
Seconded By: M. Shutts

BE IT RESOLVED that the Deputy Supervisor shall preside, when present, at the meetings of the Town Board and shall be vested with all the powers and may perform all of the duties of the Supervisor in the absence of same, and be it further

RESOLVED that the Erin Town Supervisor, do hereby appoint Daniel E. Delorme as Deputy Supervisor for the Town of Erin with a term expiring December 31, 2022.

Motion Carried: Ayes: W. VanRiper, Jr, D. Delorme, M. Shutts, D. Schmidt. Nays: None.

#### RESOLUTION 19-2022

#### READING INTO THE RECORD AND ACCEPTANCE OF BOOKKEEPER LETTER OF RESIGNATION

Resolution By: D. Schmidt

Seconded By: D. Delorme

Angie Li's formal letter of resignation from the bookkeeping position, dated February 1, 2022, was read and will take effect February 28, 2022.

Motion Carried: Ayes: W. VanRiper, Jr, D. Delorme, M. Shutts, D. Schmidt. Nays: None.

#### COMMITTEE REPORTS

Town Attorney- Last month we had talked about dog control and the wording that changed from "County" to "Town" after the Resolution had been passed. If an animal goes into care it would now be the responsibility of the Town. As per the Attorney, the Town needs to access the circumstances of the situation as it occurs and determine action at that point.

Planning Board-Deda Cedar- Still collecting questionnaires. Have about 30 now. It is online, on the Facebook page, at the post offices, copies are given out by the Town Clerk when people come in the office, mailed out with dog license renewals, and mailed out with tax receipts. They are working on a new special permit application that will be ready for the Board at next month's meeting.

Parks, Recreation and Senior Committee-Deda Cedar-There will be T-shirt painting on March 11<sup>th</sup>. On February 25<sup>th</sup> there will be a chicken and biscuit dinner from 4pm -7pm at the Erin Fire Station. Proceeds will benefit park improvements. Talked about clean up days and decided on having a flower garden contest. Will be having a sewing class and have an instructor to teach that class. The Easter Egg Hunt will be in April. The Mobile Food Pantry served 153 families and had 28 volunteers. The Senior Committee only has a Treasurer who turned in her resignation effective April 6<sup>th</sup>. There are no other officers, no committee and no bylaws. Names were submitted and a vote will take place at the April meeting. Deda got a copy of the bylaws used by the Town of Van Etten's Senior Group which would be similar to what Erin would need. Group would like to be a social club without bylaws. Supervisor Schmidt said the group needs to get organized or the money will sit there. It is the taxpayer dollars. Things need to be done properly and be organized.

Code Enforcement-John McCracken-Will meet with Town Attorney regarding the demolition letter for Mallory Hill Road fire.

Highway Superintendent-Steve Tyler- They have been plowing, cindering, trimming trees, filling potholes and repairing equipment as needed. With the help of the Towns of Horseheads and Veteran, they hauled 550 tons of anti-skid.

Buildings & Grounds-Sign in front of Town Hall is in and working great. Supervisor Schmidt thanked everyone for their help getting the sign installed.

County Representatives-Mark Margeson- As of midnight tonight, general masking is off per the state, but will continue in healthcare and in schools. County meetings opened up on Monday night. Supervisor Schmidt reminded everyone that this is a primary year and there are two slates for the legislature. All fifteen seats are up this year. Encouraged people to be informed. History and knowledge are important; having all new people is tough. Erin will be affected by all the candidates that are running.

Supervisor- Dawn Schmidt- Gave Steve Tyler the County wide 2021 stream report from Mark Watts and asked him to get some answer on what the Town's portion of the fees will be. There is a hold on the invoice until the questions are answered. Received a thank you note from Environmental Emergency Services for the \$500.00 donation. The first monthly update from the Sheriff Department was received regarding calls made to the Town of Erin. There were 31 blotters assigned, two traffic



stops, and two assistance calls, which could be to the State Police, DEC or Code Enforcement. So roughly 35 or so calls where the Sheriff Department was in our area. We will receive the reports on a monthly basis now. Steve Tyler received a quote on having the Town Hall parking lot and garage area paved. Supervisor Schmidt had a couple of questions on it that Steve will follow up on. A project manager was contacted in regards to the HVAC system for the Town Hall. Councilman VanRiper, Jr. will be working with them based on the two quotes we have. Hopefully by next month they will have a proposal on how to proceed. Continuing to plan for a tire day in early April. Asked the Highway Department to put up the St. Patrick's Day flags in early March. The Town anniversary is May 29<sup>th</sup>. Talked about moving that in with Wood Fest as some type of event. Suggested having an anniversary planning committee in conjunction with the Wood Fest so they do not have to pick up that event. Looking for volunteers. Would like to have the initial meeting before the March meeting at 5:45 to get organized and put a plan in place.

Mark Margeson believes that the legislators may have some funding available in the \$5,000-\$6,000 range. Asked to let him know and he can come up with something.

#### HEARING OF THE PUBLIC

Gary Ratchford- At the last Historical Society meeting they had 27 people attend. Felt they got a lot accomplished. They St. Patrick's Day dinner will be on March 19<sup>th</sup>. It will be a boiled dinner of ham and cabbage from 12pm-4pm or until it is gone. There will be no vendors, just a dinner for the public. On August 27<sup>th</sup> they are having Frontier Day at the Historical Society with demonstrations and displays.

A motion was made by W. VanRiper, Jr. and seconded by M. Shutts to adjourn the meeting at 7:17 PM. Motion Carried: Ayes: W. VanRiper, Jr., D. Delorme, M. Shutts, D. Schmidt. Nays: None.