

March 9, 2022
Town of Erin Board Meeting

Supervisor Schmidt called the regular meeting of the Erin Town Board to order on this date at 6:35 PM. She then asked the Clerk to call the roll.

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

PUBLIC PRESENT: Gary Ratchford, Tim Farr, Brian Hyland, Gary & Jody Wood.

A motion was made by D. Delorme and seconded by W. VanRiper, Jr. to pay the audited bills as they appear on the General Fund Abstract 3, #25-46, totaling \$8,401.16; and the Highway Fund Abstract 3, #22-39, totaling \$32,603.35; and the Street Lighting Fund Abstract 3, #43, totaling \$185.70; and the Trust & Agency Fund Abstract 3, #3, totaling \$3,198.41; and the Fire District Abstract 3, #32, totaling \$156,890.00.

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

A motion was made by D. Delorme and seconded by M. Shutts to dispense with the reading of the minutes from the regular Board Meeting on February 9, 2022 and approve the minutes.

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

COMMUNICATIONS

- Chemung County's Spring Household Hazardous Waste Collection event will be Saturday, May 14, 2022 for Chemung County residents only (no businesses). Pre-registration is required by calling Cornell Cooperative Extension at 607-734-4453, Monday, April 18th – Wednesday, May 11th from 9:00 am to noon and 1:00-4:00 pm. No electronics will be accepted.
- A resident inquired about lowering the flag when an elected official from the Town passes away.
- Assessor's report was read: 2022 Equalization Rate will be 66%, processing sale transfers & splits/mergers, processing exemption renewals, working on permits & valuing completed permits, processing assessments for tentative values for Telecommunications & Special Franchises, & preparing for May 1st tentative roll.

Motion made by W. VanRiper, Jr. and seconded by D. Delorme to accept the Assessor's 1st Quarter report.

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

- Town Clerk asks permission to attend the NYS Town Clerks Annual Conference held in Albany April 24-27, 2022 for training. The registration fee is \$125.00 and the room fee is \$514.30 for double occupancy. She asks for reimbursement for meals not covered. No reimbursement should be needed for mileage as arrangements have been made to ride with another clerk.

Motion was made D. Schmidt and seconded by D. Delorme for the Clerk to attend the above-mentioned training and to be reimbursed for mileage, if needed, and meals not covered.

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

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

1. RESOLUTION 20-2022 APPROVE 2022 AGREEMENT WITH CITY OF ELMIRA, COUNTY OF CHEMUNG AND TOWN OF ERIN ARTICLE 26 ANIMAL CONTROL SERVICES
2. RESOLUTION 21-2022 REAPPOINT BOOKKEEPER FOR 2022

RESOLUTION 20-2022

APPROVE 2022 AGREEMENT WITH CITY OF ELMIRA, COUNTY OF CHEMUNG AND TOWN OF ERIN

ARTICLE 26 ANIMAL CONTROL SERVICES

Resolution By: D. Schmidt

Seconded By: D. Delorme

INTERMUNICIPAL AGREEMENT
FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into by and among

TOWN OF ERIN, a New York municipal corporation with offices located at 1138 Breesport Road, Erin, NY 14838 (hereinafter referred to as "Town") and

CITY OF ELMIRA, a New York municipal corporation with offices located at 317 East Church Street, Elmira, NY 14901 (hereinafter referred to as "City"); and

COUNTY OF CHEMUNG, NEW YORK, a New York municipal corporation with offices located at 203 Lake Street, Elmira, NY 14901 (hereinafter referred to as "County");

WHEREAS, Article 26 of the Agriculture and Markets Law of the State of New York ("Article 26") provides for the care and protection of "animals" as that term is defined in said article; and

WHEREAS, the City currently employs animal control officers to perform Article 26 services for the City; and

WHEREAS, the Town and City desire to enter into an agreement in which the Town utilizes the services of the City to perform certain animal control services pursuant to Article 26 and this Agreement; and

WHEREAS, the County has agreed to pay the City for the services it will render to the Town during the term of this Agreement; and

WHEREAS, this Agreement is in the best interest of the Town, the City and the County

because it promotes shared services in an effort to reduce costs to the Town and the City; and

WHEREAS, section 119-0 of the General Municipal Law authorizes municipalities to engage in cooperative activities;

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. City to Provide Animal Control Services. The City shall provide animal control services pursuant to Article 26 and, when necessary, as determined by the City, Article 7 of the Agriculture and Markets Law and Town local laws. The City will provide such services on a complaint generated basis. The services are aimed at improving the quality of life in the community by consistent fair enforcement, supporting other law enforcement, identifying specific community needs, developing tailored and targeted educational programs and providing a professional and visible presence.

2. With Laws; Inspections 01Records. The City shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Article 26. The Town Supervisor, or his or her designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of animal calls within the Town's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. Nature of Relationship. The City is acting as an independent contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance.

4. Training. The City shall be responsible for training of its personnel with regard to investigative practices and procedures, proper handling of animals and proper procedure under

the Criminal Procedure Law, the Civil Practice Law and Rules, and Agriculture and Markets Law.

5. Authority. By this Agreement, the Town designates and empowers the animal control officers of the City of Elmira to perform all necessary powers and obligations of the animal control officers pursuant to this Agreement or Article 26 of the Agriculture and Markets Law within the jurisdiction of the Town of Erin.

6. Issuing Tickets. In rendering the services pursuant to this Agreement, City animal control officers shall investigate matters in accordance with established policies and procedures and issue the appropriate legal process.

7. Reports. City animal control personnel shall make and maintain complete records of any seizure and subsequent disposition of any animal. Such records shall include, but not be limited to, the description of the animal, the date and hour of seizure, and the owner's name and address, if known. The City shall file and maintain such records for not less than three (3) years following the creation of such record and shall make such reports available to the Town Supervisor, or his or her designee, and the Commissioner of Agriculture of the State of New York.

8. Court Appearances. The City agrees to make its animal control officers available for all necessary court appearances to assist in the prosecution of cases in the Town. The animal control officers shall coordinate court appearances with the prosecuting attorney as necessary.

9. Personnel. The City shall be responsible for providing sufficiently trained personnel to render the services provided for herein in the Town twenty-four (24) hours per day and seven (7) days per week.

10. Payment/Term. The County shall pay to the City the sum of Six Thousand Two Hundred Fifty and No/ 100 Dollars (\$6,250.00) payable on July 1, 2022. Any services that are related to farm or domestic animals as defined by the New York Agriculture and Markets Law which require additional funding for their care will be the sole responsibility of the Town. The parties will review the program prior to its expiration to determine the effectiveness of the program and the costs associated therewith.

The term of this Agreement shall be from January 1, 2022 through December 31, 2022.

11. Indemnification. To the fullest extent allowed by law, the City shall defend, indemnify and hold harmless the Town and the County and their officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including the cost of defending the same, costs and reasonable attorney's fees caused by the negligence or intentional misconduct of those performing services pursuant to this Agreement, except to the extent caused by the negligence or intentional misconduct of the Town, its officers or employees. The Town shall cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

12. Termination. Either the Town or the City may terminate this Agreement with or without cause by providing sixty (60) days prior written notice to the other party.

13. Notices. Written notice shall be sent by first class mail, return receipt, to:

City Manager	Town Supervisor	County Executive
City of Elmira	Town of Erin	County of Chemung
317 East Church Street	1138 Breesport Road	203 Lake Street
Elmira, NY 14901	Erin, NY 14838	Elmira, NY 14901

14. Amendments. This Agreement may be amended only by writing signed by all parties and approved by the governing boards of the City, the Town and the County.

15. Survival of Provisions. Any term of this Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled, with the exception of retaining any records, in which case the records shall be provided to the Town for retention.

16. Entire Agreement. This writing constitutes the entire Agreement between the parties and supersedes all prior understandings, oral or written, between the parties relating to its subject matter.

THE NEXT PAGE IS THE SIGNATURE PAGE.

IN WITNESS WHEREOF, the following parties have duly executed this

Agreement on the day and year indicated herein.

CITY OF ELMIRA

Daniel J. Mandell, Jr.
Mayor
Resolution No. 2022-66

TOWN OF ERIN

Dated: ____/____/2022

By: _____
Dawn H. Schmidt
Town Supervisor
Resolution No. ____-2022

____/____/2022

By:

COUNTY OF CHEMUNG, NEW YORK

Dated: ____/____/2022

Christopher J. Moss County Executive Resolution No. ____-____

February 14, 2022

RESOLUTION
No. 2022 - 66

By Mayor Mandell:

RESOLOVED, that the communication from the City Manager regarding an Intermunicipal Agreement between the City of Elmira, the County of Chemung and the Town of Erin whereby the City will provide animal control services to the Town, be received and placed on file; and be it further

RESOLOVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement with the Town of Erin, the County of Chemung and the City of Elmira pursuant to General Municipal Law Section 19-0 whereby the City's Animal Control Department will provide animal control services as needed for the main purpose of enforcing Article 26 of the Agriculture and Markets Law; said services shall be at a cost of \$6,250.00 retroactive to January 1, 2022 and expiring on December 31, 2022, which amount will be paid by the County of Chemung to the City on behalf of the Town; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

X	Councilmember Stermer	
X	Councilmember Moss	
ABSENT	Councilmember Franchi	
X	Councilmember Kitching	
X	Councilmember Grasso	
X	Councilmember Duffy	
X	Mayor Mandell	
6		0

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

RESOLUTION 21-2022

REAPPOINT BOOKKEEPER FOR 2022

Resolution By: M. Shutts

Seconded By: D. Delorme

RESOLUTION TO reappoint Angie Li for the bookkeeping position for 2022.

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

COMMITTEE REPORTS

Town Attorney-No report.

Planning Board- Deda Cedar- They did not have a meeting because there was no quorum. Asks permission to attend the Southern Tier Central Regional Planning & Development Training.

Parks, Recreation and Senior Committee-Deda Cedar- Friday night at 6:30 there will be T-shirt painting at the Town Hall. A questionnaire was put out on Facebook to see who would be interested in summer softball and it was decided for Sunday afternoons. A meatloaf dinner will be held on April 29th. A deposit was made to the town in the amount of \$608.00 from the chicken and biscuit dinner. Candy Granville has agreed to teach sewing. Would like to use a few of the kitchen cupboards to store some of the sewing equipment. The Easter egg hunt will be held on April 9th. The Mobile Food Pantry served 152 families and had 16 volunteers. The Senior Group is working on getting a Board in place and will be voting for officers on April 6th. Also working on establishing bi-laws.

Code Enforcement-John McCracken- Heard from Verizon regarding the cell tower that was issued the Special Use Permit and the construction drawings should be here within a week or two. Hoping to break ground in April. The tower itself will be up within 30 days of starting.

Highway Superintendent-Steve Tyler- They are out plowing.

Buildings & Grounds- Supervisor Schmidt- Moving forward with HVAC system project to use ARPA funds. Recommended getting a project manager to work through all the documentation.

A motion was made by D. Schmidt and seconded by R. Evans to move ahead with official project for ARPA funds with project manager to figure out the HVAC system for the Town Hall.

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

County Representative- Brian Hyland – Lowman Crossover beams are coming in this week and as soon as water level permits, cranes will be set. Anticipating it will be operational by June 2022. Joe Roman did a presentation at the Legislature meeting on Monday night on the First Arena. It is going to be up and running shortly and be an asset once again. Mark Margeson was responsible for most of that and did a lot of work. The Vietnam Wall is coming to Eldridge Park. Chemung County will take ownership for GIS. It is being updated, set up and corrected.

Supervisor-Dawn Schmidt- Regarding the GIS system, the Town was solicited in a different way than other towns which is why she reached out to Chris Moss for clarification. The funds are calculated on the number of residents. The Town of Erin was asked for \$1000.00. The Board needs to decide what

they want to contribute. Did other towns scale back or did they pay what they were asked? Who is taking ownership of the system and who will be updating the information?

Deputy Supervisor Delorme suggested tabling the issue until these questions can be answered. The Board agreed.

The Planning Board has been talking about updating the Comprehensive Zoning Plan for the Town of Erin. Supervisor Schmidt sent a copy of the plan to Southern Tier Central to review and give feedback by the April 1st on all the elements. February's monthly report from the Sheriff Department was received. The Town of Erin was serviced about 40 times.

OLD BUSINESS

Deputy Supervisor Delorme spoke to someone at React E-cycling about putting a dumpster at the Town Hall to collect electronics. He will check on a price list, how to charge residents, and getting a list of acceptable items. Suggested doing it the same day as tire day. More information will be collected and a date/time will be set at next month's meeting.

HEARING OF THE PUBLIC

Tim Farr-116 Greenbush Road- There is a drainage ditch that runs along side of their property and was assured by the previous highway superintendent that the ditch would be taken care of. It is now filling up with silt and soil and flush with the ground. Would like to know if anything can be done. Supervisor Schmidt will follow up with Mark Watts from Soil & Water regarding this issue.

Gary Wood- Jackson Creek Road- Water is being dumped onto property by a drainage ditch. Unable to use property because of this issue. Would like to know who he needs to bring this up to: Soil & Water, Town Board, County? Was told to contact Soil & Water to get ideas of what can and can't be done and to get support. It is a process that needs to be followed.

Gary Ratchford- Breesport Road- The church cannot serve breakfast because the Methodist Conference will not allow them to have a sit-down breakfast. The Historical Society's St. Patrick's Day dinner will be held on March 19th at the Fire Station from 12-4 for \$10/person.

With no further comments from the public Supervisor Schmidt closed this portion of the meeting.

A motion was made by W. VanRiper, Jr. and seconded by R. Evans to adjourn the meeting at 7:33 PM. Motion Carried: Ayes: W. VanRiper, Jr., R. Evans, D. Delorme, M. Shutts, D. Schmidt. Nays: None.