

May 11, 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. Supervisor Schmidt called the roll because the Clerk was not present at the meeting.

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

PUBLIC PRESENT: Jennifer Bates, Mark Margeson, Marjorie Krejcar, Brian Hyland, Jim Farr.

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

A motion was made by M. Shutts and seconded by R. Evans to pay the audited bills as they appear on the General Fund Abstract 5, #60-64 totaling \$732.13; and the Highway Fund Abstract 5, #67-74 totaling \$8,330.63; and the Trust & Agency Fund Abstract 5, #5, totaling \$3,198.41.

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

\*\*An addition to the April 13, 2022 Board meeting minutes was made by D. Delorme:

Motion was made by R. Evans and seconded by W. VanRiper, Jr. to pay LaBella Engineering \*\* up to \$15,000 \*\* to do the actual design work for the Town Hall HVAC project.

A motion was made by W. VanRiper, Jr. and seconded by M. Shutts to dispense with the reading of the minutes from the regular Board meeting on April 13, 2022 and approve the minutes with the addition.

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

COMMUNICATIONS

- Chemung County is having an electronics day, must call to register and receive a voucher. Call 607-426-3149 Tuesday & Thursday 8:30-3:00 May 24<sup>th</sup>, May 26<sup>th</sup>, May 31<sup>st</sup> & June 2<sup>nd</sup>. Drop off date is June 6<sup>th</sup> to June 10<sup>th</sup> 9:00-3:00.

AGENDA FOR THE TOWN OF ERIN BOARD MEETING MAY 11, 2022;

1. RESOLUTION 23-2022 TO ADOPT INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF ERIN AND CITY OF ELMIRA FOR SHARED CODE ENFORCEMENT SERVICES

A discussion was had about violation fees, junk and debris, unlicensed vehicles, etc. on several properties in the Town

RESOLUTION 23-2022

RESOLUTION TO ADOPT INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF ERIN AND CITY OF ELMIRA FOR SHARED CODE ENFORCEMENT SERVICES

Resolution By: D. Delorme

Seconded By: W. VanRiper, Jr.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of, \_\_\_\_\_ 2022 by and

between:

CITY OF ELMIRA, NEW YORK, a municipal corporation with offices at 317 East Church Street, Elmira, NY 14901

(hereinafter "City")

and

TOWN OF ERIN, NEW YORK, a municipal corporation with offices at 1138 Breesport Road, Erin, NY 14838 (hereinafter "Town")

WHEREAS, the State Legislature and the Governor of the State of New York have authorized initiatives "to improve the efficiency of local government" by means of municipal shared services agreements; and

WHEREAS, the Town's Assistant Code Enforcement Officer position was eliminated as of January 31, 2019; and

WHEREAS, the City and the Town desire to enter into an Intermunicipal Agreement setting forth each party's rights and responsibilities regarding the agreed upon services; and

WHEREAS, New York State General Municipal Law section 19-0 authorizes municipal corporations to enter into an agreement pertaining to shared services; NOW, THEREFORE, the City and Town mutually agree as follows:

## SECTION I TERM

This Agreement shall become effective from May 1, 2022 and shall expire on September 1, 2022, unless sooner terminated or extended.

## SECTION II

DESCRIPTION OF INTERMUNICIPAL SERVICES

The City, by its Assistant Code Enforcement Officer, shall conduct property maintenance/junk and debris inspections ("Services") for six (6) hours each week for the time period specified: May 1, 2022 to September 1, 2022.

In addition to the above described Services and without any additional consideration, the City and Town agree that, on a need basis as determined by the City's Director of Code Enforcement, the City may periodically provide additional code Services. To effect these Services, by this Agreement, the Town empowers, authorizes, and grants City Code Enforcement Officers all rights, responsibilities, and duties of the code enforcement officers within the territorial jurisdiction of the Town.

### SECTION III CONSIDERATION

For the City providing these Services, the Town shall pay to the City the amount of Two Thousand Four Hundred and No/ 100 Dollars (\$2,400.00), which the Town shall pay within thirty (30) days of the acceptance of this Agreement.

### SECTION IV EMPLOYMENT

At all times during the term of this Agreement, the City's Assistant Code Enforcement Officer or his replacement, shall remain an employee of the City, and the City shall procure and keep in effect all necessary insurances (liability, workers' compensation and any other insurances provided by the City). City Code Enforcement Officers at all times when rendering

Services pursuant to this Agreement shall remain employees of the City and shall be entitled to the insurance coverages and employment benefits provided by or through the City.

## SECTION V INDEMNIFICATION

The City hereby indemnifies and holds harmless the Town, its officers and employees, from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) for property damage or bodily injury, including death, and/or personal injury and damage arising as a result of the negligence or intentional conduct of the City, its officers and employees, in performing and rendering the Services pursuant to this Agreement.

## SECTION VI RECORDS RETENTION AND ACCESS

The City and the Town agree to retain all books, records and other documents pertinent to the Services rendered in accordance with federal and state law. At all times during the term of this Agreement, each party shall have access to any and all records pertaining to the Services rendered and, upon request, each party promptly shall provide copies of records and materials to the requesting party.

## SECTION VII COOPERATION

The City and Town recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement, and each party agrees to interpret its provisions insofar as it may legally do so, in such manner as will permit the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

## SECTION VIII GENERAL PROVISIONS

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or define any of the parties hereto.

## SECTION IX TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other.

## SECTION X NOTICES

All notices under this Agreement, including any notice pursuant to section IX hereinabove, shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt to:

For the City:

City Manager

317 East Church Street  
Elmira, NY 14901

For the Town:

Town Supervisor

1138 Breesport Road  
Erin, NY 14838

## SECTION XI HEADINGS

The headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

## SECTION XII VALIDITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the patties have caused this Agreement to be executed by their duly authorized officers on the date herein written.

CITY OF ELMIRA, NEW YORK

By:

\_\_\_\_\_  
Daniel J. Mandell, Jr./Mayor  
Resolution No. 2022 - 133

TOWN OF ERIN, NEW YORK

By:

\_\_\_\_\_  
Dawn Burlew/Supervisor  
Resolution No. 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- Still working on special permit. Has had a low response on the questionnaire that was put out. Received a letter from Mr. Mitstifer. He wants to put in a 10-acre gravel mine on Benjamin Road. Supervisor Schmidt said to let DEC be the lead agency on this project not the Town. The Town of Erin is an adjoining town with the Town of Veteran. The entire project is 29.7 acres.

Parks, Recreation and Senior Committee-Deda Cedar-They had a meatloaf dinner and made \$287.00 profit. Sewing classes are going well. Thanked the Highway Crew for cleaning up the old carver logs for them. Start date/time for summer softball has not been set up yet; poll on Facebook shows most preferred Sundays. Mobile Food Pantry served 154 clients, had 22 volunteers and almost 10,000 pounds of food. Officers are in place for the Senior Committee and they are planning a trip to Jim Thorpe June 11<sup>th</sup>. It will be paid for with the Senior money and lunch will be on their own. Talking about a cornhole tournament and a craft fair in the fall. The zucchini race will be August 21<sup>st</sup>. The Senior Committee is having a bake sale August 27<sup>th</sup> to coincide with the Historical Society Event that same day. The proceeds of the bake sale will go to a recent high school graduate recipient that resides in the Town of Erin. Supervisor Schmidt asked what the criteria is to select the individual; need to have criteria to

stand on as to why selected student was chosen. Deda said names will be submitted and one will be drawn at random. Information needs to be communicated so people know about the drawing. It was suggested that a bake sale be held during Wood Fest to raise money.

Code Enforcement-John McCracken-Spoke with the solar farm and told them before the dozer leaves that the flood control ditch needs to be repaired. Brandon will be out in the Town of Erin again next week.

Highway Superintendent-Steve Tyler- They have been cleaning up the anti-skid off the roads. Horseheads will help next week with more of the cleanup. Took scrap metal to be turned in and has checks for \$862.20 and for \$595.80. The truck is scheduled for Tuesday to put up the Hometown Hero flags. Last week the firetruck caught on fire. The insurance company was out to look at it and he thinks they are going to total it. He is going to look for another used firetruck, if it can be afforded. It was used quite often for flushing out trucks and pipes. The grater is getting fixed and once it is back they will start grating. They have been ditching on Jackson Creek and gravel will be hauled in to get ready for stone and oil.

Buildings & Grounds-Moving forward with HVAC project with new lights, etc. Contracts need to be reviewed. Supervisor Schmidt asked Steve Tyler to get a couple more quotes on the parking lot/curbing from Baccile Paving and Stanley Paving.

County Representatives-Brian Hyland-Has money in account to put toward curbing for the Town Hall. Need to follow the application process to obtain the funding. Discussion was had about types of curbing; concrete, black top, landscape timbers, pros and cons. The flag for the 200<sup>th</sup> Anniversary ceremony has been secured and will be in a triangular frame. He will present it to the Town.

Mark Margeson- He also has funds available. A hot topic in the County is redistricting. Possibility of 9 districts instead of 15. Funds are not being spent. Commitment needs to be made by 2024 and spent by 2026. Deputy Supervisor Delorme asked about the distribution of sales tax. Supervisor Schmidt had a meeting last month with Chris and Jen Furman and sales tax is staying static for what we had in 2022; 2023 will be what was budgeted for and will be relooked at after 2023. Supervisor Schmidt had dinner with the Appalachian Regional Commission co-chair out of Washington, DC and Steve Manning from STN. They came to town to look at rural broadband and the template we did for our town. Supervisor Schmidt told them we are missing \$125,000 for the last 18 houses. She will reach out to Spectrum next week.

Supervisor- Dawn Schmidt-Talked about the primaries and special election. Sheriff Department sent report for April. There had 25 calls generated 1 case, 1 traffic ticket, 2 traffic stops, 1 accident, and 4 assisted calls with either Code, State Police, or DEC. There will be a rabies clinic June 4<sup>th</sup> in the Town of Horseheads 11:00-1:00. Must pre-register. Comp Alliance, which is our worker's comp, rebated us \$1,700.00 because in 2020 we had no accidents, issues or claims. She said thanks to the team. The Farm Bureau, the Ag Society and the Chemung County Farmer's Museum sent a letter stating they are looking at supporting a position within the county that will look at marketing and better utilization of the Chemung County Fairgrounds facility for education purposes.

#### HEARING OF THE PUBLIC

Timothy Farr-116 N. Greenbush Rd.-Spoke at the Board meeting in March about the drainage ditch alongside his property. The drainage ditch is disappearing and is level with the yard now. Wondering if anything was going to be done with that. Also, at the bottom of N. Greenbush and Park Hill, the drainage ditch is full of gravel and dirt. Steve Tyler spoke about how the drainage flows through that area and will look at the issue.

Jennifer Bates- Asked about putting up a fence to keep the neighbor's trampoline off their property. It was suggested she get a survey of the property lines.

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 7:19 PM.

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