

July 14, 2021
Town of Erin Board Meeting

Deputy Supervisor Delorme called the regular meeting of the Erin Town Board to order on this date at 6:31 PM.

He then asked the Clerk to call the roll.

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

MEMBERS EXCUSED: Dawn Schmidt.

PUBLIC PRESENT: Mark Margeson, Gary Ratchford.

Deputy Supervisor Delorme welcomed everyone and the Pledge of Allegiance was recited.

Deputy Supervisor Delorme made a motion to pay the audited bills as they appear on the General Fund Abstract 7, #88-110 totaling \$11,453.59; and the Street Lighting Abstract 7, #99 totaling \$201.52; and the Highway Fund Abstract 7, #97-115, totaling \$224,395.78; and the Trust & Agency Fund Abstract 7, #7, totaling \$4,550.55.

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

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 June 9, 2021 and approve the minutes.

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

Gary Ratchford requested a moment of silence for James Leonard, a very instrumental member of our community, who passed away.

COMMUNICATIONS

- Clerk read letter of interest from Steven W. Shutts, Sr., 65 Fairview Road, Erin, NY for the vacant position of Planning Board Member.

A motion was made by W. VanRiper, Jr. and seconded by D. Delorme to appoint Steven W. Shutts, Sr., 65 Fairview Road, Erin, NY to the vacant position of Planning Board Member.

Motion Carried: Ayes: W. VanRiper, Jr., R. Evans, D. Delorme. Recuse: M. Shutts due to it being his brother. Nays: None.

- Free rabies clinic on Saturday, July 17, 2021 at the Ernie Davis Community Center Gym from 10:00 am – 12:00 pm. Pre-registration is required.

AGENDA FOR THE TOWN OF ERIN BOARD MEETING, July 14, 2021;

1. RESOLUTION 21-2021 TO AMEND RESOLUTION 13-2021 SETTING PAY AND POLICIES FOR THE HIGHWAY CREW THAT WAS ORIGINALLY SET WITH RESOLUTION 14-2010
2. RESOLUTION 22-2021 TO ADOPT LOCAL LAW NO. 1 OF 2021 DRONE REGULATION LAW
3. RESOLUTION 23-2021 IN SUPPORT OF CHEMUNG COUNTY PLANNING AND DESIGN GRANT FOR IMPROVEMENTS TO PARK STATION

4. RESOLUTION 24-2021 TO ADOPT INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF ERIN AND CITY OF ELMIRA FOR SHARED CODE ENFORCEMENT SERVICES

RESOLUTION 21-2021

RESOLUTION TO AMEND RESOLUTION 13-2021 SETTING PAY AND POLICIES FOR THE HIGHWAY CREW THAT WAS ORIGINALLY SET WITH RESOLUTION 14-2010

Resolution By: R. Evans

Seconded By: W. VanRiper, Jr.

RESOLVED to amend Resolution 13-2021 setting pay and policies for the highway crew that was originally set at ten (10) days with Resolution 14-2010 that those employees hired after January 1990 shall be paid up to and including ten (10) days accumulated unused sick leave upon death or retirement. Motion Carried: W. VanRiper, Jr., R. Evans, D. Delorme, M. Shutts. Nays: None.

RESOLUTION 22-2021

RESOLUTION TO ADOPT LOCAL LAW NO. 1 OF 2021 TOWN OF ERIN DRONE REGULATION LAW

Resolution By: R. Evans

Seconded By: D. Delorme

WHEREAS; the Town of Erin Planning Board finds that Drones are an invasion of privacy when flown over personal property; and

WHEREAS; there are currently no federal or state regulations controlling navigable airspace under 400 feet over town or privately-owned property.

BE IT RESOLVED that; The Town of Erin Planning Board recommends the Erin Town Board adopts the following into local Law.

**PROPOSED LOCAL LAW NO. 1 OF 2021
DRONE REGULATION LAW**

Section 1. Legislative Intent.

A. It is the intention of the Town Board of the Town of Erin to protect the public health, safety, and welfare of the community by regulating the use of drones within the Town of Erin. Unmanned Aircraft Systems (UAS), commonly known as drones, can be flown under the control of a remote pilot or via a geographical position system (GPS) guided autopilot mechanism at altitudes below the navigable air space (generally at 400 feet), which is not within the jurisdiction, regulation, and/or control of the Federal Aviation Administration. Some drones are equipped with high-definition cameras, night vision cameras, and infrared scopes. Such drones create privacy concerns in addition to safety and security concerns for the residents of the Town. To date, there are currently not any federal or state regulations regarding who may purchase a drone. Therefore, the Town of Erin wishes to limit the use of drones within the Town.

B. The Town Board of the Town of Erin recognizes that the Federal Aviation Administration (FAA) currently authorizes and regulates the use of drones by public entities and drones used for commercial or business purposes. No person shall fly a drone for commercial purposes without express permission from the FAA. Public entities, which include publicly funded universities, law enforcement, fire departments, and other governmental agencies, may apply for a certificate of authorization from the FAA in order to use unmanned aircraft for governmental and municipal purposes.

Section 2. Definitions. As used in this Local Law, the following terms shall have the meanings as indicated:

“Drone” – An Unmanned Aircraft System (UAS) that can fly under the control of a remote pilot or via a geographical position system (GPS) guided autopilot mechanism.

“Law Enforcement” – A lawfully established state or public agency that is responsible for the prevention of crime, and/or local government code enforcement with the authority to enforce local, penal, traffic, regulatory, game, regulations, or ordinances.

“Person” – Any natural person, individual, corporation, unincorporated association, or limited liability company, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business of any kind.

Section 3. General Prohibitions. Except as otherwise provided within this Local Law, no person shall use a drone in the following manner:

A. Use imaging technology for aerial surveillance with a drone having the capability of obtaining high resolution photographs and/or video or using any types of sensors for the collection, retention, or dissemination of surveillance data or information on individuals’ homes, businesses, or property at locations where there is a reasonable expectation of privacy. Said conduct is strictly prohibited unless written, express permission is obtained from the individual property owner and/or manager.

B. A drone shall not take off, launch from, land on, or be piloted on private property without the express written consent of the property owner and/or property manager.

C. A drone shall not take off, launch from, land on, or be piloted within the border of any real property owned, used, or leased by the Town of Erin without express written authorization from the Town.

Section 4. Application for Authorization. An application for a permit may be submitted to the Town Clerk for Town authorization with the following information:

1. Name, address, and phone number of the person seeking authorization of drone use.
2. The date when the actual drone will be operated.
3. A description of any photographic, video, and/or audio recording capabilities of the drone as well as any attachments to the drone.
4. The drone operator’s Academy of Model Aeronautics (AMA) membership number, if any, and where applicable, the drone’s FAA registration number.
5. The area over which the activities are proposed to be conducted as well as the starting point and termination point.
6. The times when the activities are proposed to be commenced and terminated.
7. A statement as to whether the proposed activity is for recreational or commercial use as defined herein. If the proposed activity is for commercial use, a description of the proposed activity.

Section 5. Insurance Requirements – Commercial Use.

1. As part of the permit application to operate a drone for commercial use, the applicant shall, in addition to the requirements set forth herein, provide proof of liability insurance in the form of an insurance certificate to the Town Clerk at the time of the application. Such certificate shall name the Town of Erin and the Town of Erin Board of Trustees as additional insureds by endorsement in the following minimum limits: General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.

2. Execution of a hold harmless agreement may be required.

Section 6. Fees. The fees for a drone permit application pursuant to this Local Law may be established by Town Board resolution from time to time.

Section 7. Revocation. Any violation of the terms of the authorization and/or the rules and regulations pursuant to this Local Law shall result in the permit being revoked. Any such violation shall also be cause for denial of future authorization.

Section 8. Exceptions. This Local Law shall not prohibit nor require authorization for the following use of a drone:

A. Drones used for law enforcement purposes or the same is authorized by license or permit under the laws and regulations of the United States of America, the State of New York, or as the function any department of the Town of Erin.

B. Fire and/or emergency services agencies using a drone solely for the purpose of:

1. Providing an aerial view in order to better manage firefighting resources by determining point of origin, shape, or boundaries of fires.
2. Assisting in rescue of individuals with remote and difficult-to-access locations.
3. Providing crucial information needed when responding to incidents involving hazardous materials without endangering fire and emergency service personnel.

C. In the event a federal, state, or local official declares a state of emergency in the Town of Erin, in which case utility companies under the jurisdiction of the Public Service Commission may utilize a drone for damage assessment and recovery operations without the need of a warrant or authorization.

1. Utility companies operating under the jurisdiction of the Public Service Commission and any employees or other persons on the utility company's behalf for the purpose of:
2. Inspection of utility facilities and transmission lines they own and operate.
3. Inspection of lands, highways, roadways, or areas belonging to New York State or its political subdivisions that contain or are planned to contain utility facilities controlled by such utility company.
4. Inspection of utility easements on private property with notification to the property owner.

Section 9. Penalties for Offenses.

A. Any person committing an offense against any provisions of this Local Law, upon conviction thereof, shall be guilty of a violation punishable by a fine not exceeding \$250.00 or by imprisonment of a term not exceeding 15 days, or both such fine and imprisonment. The continuation of an offense against any provision of this Local Law shall constitute, for each day the offense is continued, a separate and distinct offense hereunder.

B. In addition to the criminal penalties set forth herein, or in any other local law, rule, or regulation, the Town Attorney is authorized to pursue civil and equitable relief, including but not limited to compensatory action, civil penalties in the amount of up to \$500.00 per day or any part thereof; an action to compel compliance with, or to restrain by injunction, the violation of this Local Law; and other remedies which in the opinion of the Town may seem necessary and proper. Such civil and equitable relief may be sought in a court of competent jurisdiction.

Section 10. Enforcement. This Local Law may be enforced by any law enforcement agency having jurisdiction to act in the Town of Erin.

Section 11. Severability. If any clause, sentence, subdivision, section, or other part of this Local Law shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair, or invalidate the remainder of this Local Law, and it shall be construed to have been the legislative intent to enact this Local Law without such unconstitutional or invalid parts therein.

Section 12. Effective Date. This Local Law shall take effect upon adoption, publication, and filing in the office of the New York State Secretary of State in accordance with Municipal Home Rule Law and Town Law.

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

RESOLUTION 23-2021

RESOLUTION IN SUPPORT OF CHEMUNG COUNTY PLANNING AND DESIGN GRANT FOR IMPROVEMENTS TO PARK STATION

Resolution By: W. VanRiper, Jr.

Seconded By: R. Evans

WHEREAS, Park Station is a Chemung County park located within the Town of Erin, New York; and

WHEREAS, a recent survey by Chemung County Planning Department has identified community desire for improvements to Park Station, including additional camp sites, enhanced accessibility, and upgrades to existing facilities; and

WHEREAS, the New York State Office of Parks, Recreation, and Historic Preservation offers competitive grants to support the planning and design of improvements to parks through the Consolidated Funding Application; and

WHEREAS, Chemung County Planning Department seeks to apply for said grant to support Park Station improvements; and

WHEREAS, Chemung County will serve as the lead agency for SEQR review of the project; and

SO, IT BE RESOLVED, the Town of Erin supports the grant application from Chemung County for improvements to Park Station.

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

RESOLUTION 24-2021

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

Resolution By: R. Evans

Seconded By: W. VanRiper, Jr.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 14th day of July, 2021 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 119-o 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, 2021 and shall expire on September 1, 2021, 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, 2021 to September 1, 2021.

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 14839

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 parties 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. 2021 - 182

TOWN OF ERIN, NEW YORK

By:

Dawn Burlew/Supervisor
Resolution No. 2021 - 24

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

COMMITTEE REPORTS

Town Attorney- None.

Planning Board-Deda Cedar-She thanked the Board for passing the Drone Law. People need to ask permission before flying drones over others property. Would like the Town survey to go live as soon as possible. It will be hung around town and distributed at the Town Hall for about two months. Danielle Beauchamp will be in touch with the Town Clerk to get help with putting it out electronically.

Parks, Recreation and Senior Committee-Deda Cedar- Softball is Thursday nights. The first time there were 20 people with 8 players. Rained out twice. The etching class had 18 people. They had a good time and would like to do more of that type of activity. A cub scout needs 100 hours of community service towards a badge. He will be painting tables. The Senior Group had about 28 attendees. Marge and Gary did a good job putting it together. Gary cooked the hot dogs. Deda had contacted the Health Department to see what rules needed to be followed. Pretty much up to the group to decide what rules they wanted in place, but still need to follow CDC Federal rules. If you are vaccinated a mask is not required, but must be worn if not vaccinated. It was an honor system and people were not asked whether they were/were not vaccinated. Gloves were used to dish out food. There is a casino trip on Monday, July 26th to Salamanca. The bus has about 20 people signed up right now. Masks must be worn on the bus. Buffet is not open. There is a trip planned to Mumford in August, but sign ups are not going well for that trip. Bylaws are needed so a Board can be put in place. Several people had an interest in staying after the senior meetings to play Bingo and board games. Senior games were announced without any interest. Will bring it up again at the August meeting. Asked people to think of trip ideas. Tried to reach as many seniors as they could to let them know about the meeting. The Historical Society will be taking the lead on the 200th anniversary of the Town. Looking for ideas and would like everyone involved; church, fire department, etc. It is not going to be just a single day event. May 29th is the actual day the Town became a town. Steve Tyler got signs for the park. Will put them up when the others come in. Food Truck is this Friday. It is going well. Talking about a drop and go. She will get more information on what that will be like. Volunteers are always needed.

Code Enforcement-John McCracken- Asked Steve Tyler about Langdon Hill Ext. being blacktopped. Steve said that someone paid \$11,000 to blacktop the top of it.

Highway Superintendent-Steve Tyler- We have been grading roads and replacing cross pipes. Fixing storm damage, removing downed trees, etc. We put another coat of stone and oil on Langdon Hill Road. He drew up a plan with measurements for the new sign in front of the Town Hall and took them to DOT. Still waiting to hear back from them on the measurements. I have a quote for a new Ford F550 with stainless steel box, spreader and plow. This can be payed for with Chips money. This will replace truck #6. He had signs made up for the Community Park. One wasn't right and they are repairing it and both signs will be put up when they are done. A discussion was had on roads that need ditches cleaned

out, equipment needed to perform tasks, other towns helping out, renting equipment, cost, hiring extra help and moving forward with a better plan for equipment.

A motion was made by W. VanRiper, Jr. and seconded by M. Shutts to move forward with the purchase of a Ford F550 with stainless steel box, spreader and plow to replace truck #6.

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

County Representatives-Mark Margeson- Legislative group put a committee together of three people to look at how to utilize the \$16 million. A plan was put together with broadband and Park Station to receive funding. An additional idea is in an expansion for an incubator system. People who want to develop a business can tap into it and get support with accounting, business plan, funding-those types of things. Corning has Incubator Works. Would like to expand into Chemung County to help build small businesses. LECOM wants to expand nursing facility for teaching and will have up to 600 students by next year. Need additional housing for the students. Talking about putting a medical/dental facility on the Southside. The idea is to potentially draw some things away from the Department of Social Services (DSS) and have this program handle it. It will soften the blow to the County-78% of the budget goes to DSS. There is an IDA meeting tomorrow and will be discussing the arena. The lease is up on Friday. There have not been any further negotiations with the current tenant. It will be a challenge. The County will be putting money into expanding internet services. Suggested doing a survey to see where there is still no internet access and have Supervisor Schmidt get the information to the County. Mark put in the documents for \$5000.00 for funding for the sign at the Town Hall. He is waiting to hear back on that.

Supervisor- Dawn Schmidt- None.

With no comments from the public Deputy Supervisor Delorme closed this portion of the meeting.

A motion was made by R. Evans and seconded by W. VanRiper, Jr. to adjourn the meeting at 7:21 PM.

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