

JUNE 13, 2023
Town of Erin Board Meeting

Supervisor Schmidt called the regular meeting of the Erin Town Board to order on this date at 6:39 PM. She then asked the Clerk to call the roll.

MEMBERS PRESENT: William VanRiper, Jr., Randy Evans, Alan Hughson, Michael Shutts, Dawn Schmidt.

PUBLIC PRESENT: Marge Krejcar, Harold & Maureen Spencer, Theresa Henderson.

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

A motion was made by R. Evans and seconded by M. Shutts to pay the audited bills as they appear on the General Fund Abstract 6, #82-109 totaling \$9,202.04; and the Highway Find Abstract 6, #87-105 totaling \$41,110.81; and the Street Lighting Fund Abstract 6, #98, totaling \$235.05.

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

A motion was made by W. VanRiper, Jr. and seconded by A. Hughson to dispense with the reading of the minutes from the regular Board meeting on May 10, 2023 and approve the minutes.

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

COMMUNICATIONS

- There will be a Comprehensive Plan Committee meeting on Thursday, June 15th at 2:00 PM at the Town Hall. All are welcome to attend.

ADDITIONS

- Add Resolution 30-2023 Intermunicipal agreement regarding services to be provided relating to stormwater management and erosion and sediment control

AGENDA FOR THE TOWN OF ERIN BOARD MEETING JUNE 13, 2023;

1. RESOLUTION 28-2023 TO ADOPT INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF ERIN AND CITY OF ELMIRA FOR SHARED CODE ENFORCEMENT SERVICES
2. RESOLUTION 29-2023 LEAD AGENCY DESIGNATION & NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE DECLARATION-STRUZINSKY

RESOLUTION 28-2023

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

Resolution By: D. Schmidt

Seconded By: A. Hughson

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 14th day of, June 2023 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, 2023 and shall expire on September 1, 2023, 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, 2023 to September 1, 2023.

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 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. 2023 - 126

TOWN OF ERIN, NEW YORK

By:

Dawn Burlew/Supervisor

Resolution No. 2023 - 28

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

RESOLUTION 29-2023

LEAD AGENCY DESIGNATION AND NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE
DECLARATION - STRUZINSKY

Resolution By: W. VanRiper, Jr.

Seconded by: M. Shutts

WHEREAS; The proposed action involves an application from Linda L. Struzinsky for a three-lot minor subdivision on South Greenbush Road, Erin NY (Map Parcel No.53.00-1-18.12), and,

WHEREAS; The proposed project requires a Special Use Permit from the Erin Town Board and is a Type II action pursuant to the New York State Environmental Quality Review Act ("SEQRA"), 6 NYCRR Part 617, and

WHEREAS; A short Environmental Assessment Form, Part 1 was submitted by the applicant, along with application materials, and

WHEREAS; in accordance with Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law. and Whereas; The Erin Town Board has reviewed an Environmental Assessment Form (EAF) for the action dated May 8, 2023 submitted by Linda L. Struzinsky for a three-lot minor subdivision on South Greenbush Road Erin NY and

WHEREAS; The Erin Town Board as Lead Agency, has determined that the proposed action described below will not have a significant effect on the environment.

Now Therefore Be It Resolved, that the Erin Town Board adopts the findings and conclusions relating to probable environmental effects contained within the attached EAF and Negative Declaration and authorizes the Responsible Officer of the Town Board of the Town of Erin is hereby authorized and directed to take such further steps as might be necessary to discharge the Lead Agency's responsibilities on this action. 617.7 State Environmental Quality Review (SEQR) Negative Declaration Notice of Determination of Nonsignificance.

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

RESOLUTION 30-2023

INTERMUNICIPAL AGREEMENT REGARDING SERVICES TO BE PROVIDED RELATING TO STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL

Resolution By: M. Shutts

Seconded By: W. VanRiper, Jr.

INTER-MUNICIPAL AGREEMENT REGARDING SERVICES TO BE PROVIDED RELATING TO STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL

THIS INTERMUNICIPAL AGREEMENT made on the ___ day of _____, 2023, between the COUNTY OF CHEMUNG, a municipal corporation with offices at 203 Lake Street, Elmira, NY 14902, hereinafter referred to as "County"; and the following municipal corporations of:

TOWN OF ASHLAND, 3663 Sixth Street, Wellsburg, NY 14894;

TOWN OF BALDWIN, 622 Breesport-North Chemung Road, Lowman, NY 14861;

TOWN OF CATLIN, 1448 Chambers Road, Beaver Dams, NY 14812;

TOWN OF CHEMUNG, 788 Rotary Road Ext., Chemung, NY 14825;

TOWN OF ELMIRA, 1255 West Water Street, Elmira, NY 14905;

TOWN OF ERIN, 1138 Breesport Road, Erin, NY 14838;

TOWN OF HORSEHEADS, 150 Wygant Road, Horseheads, NY 14845;

TOWN OF SOUTHPORT, 1139 Pennsylvania Avenue, Elmira, NY 14904;

TOWN OF VANETTEN, 83 Main St., P.O. Box 177, Van Etten, NY 14889;

TOWN OF VETERAN, 4049 Watkins Road, Millport, NY 14864; hereinafter referred to as "Towns";

and:

VILLAGE OF ELMIRA HEIGHTS, 215 Elmwood Avenue, Elmira Heights, NY 14903;

VILLAGE OF HORSEHEADS, 202 South Main Street, Horseheads, NY 14845;

VILLAGE OF MILLPORT, 4246 Main Street, Millport NY 14864;

VILLAGE OF WELLSBURG, 3663 Sixth St, Wellsburg, NY 14894, hereinafter referred to as "Villages";

and the CITY OF ELMIRA, 317 East Church Street, Elmira, NY 14901, hereinafter referred to as "City."

WHEREAS, as authorized by Article 5-G of the General Municipal Law, all of the municipalities listed above through this agreement wish to adopt common policies and plans with respect to countywide challenges relating to Stormwater Management and Erosion and Sediment control.

WHEREAS, the Towns, Villages, City and County have an interest in protecting water quality and have been participating in or following the work of the Chemung County Stormwater Coalition; and

WHEREAS, the Towns of Ashland, Big Flats, Elmira, Horseheads, Southport, and Veteran, and the Villages of Elmira Heights, Horseheads, Millport and Wellsburg, and the City of Elmira were designated as municipal separate storm sewer systems (MS4's) and required by the Phase II Federal Stormwater

Regulations to implement a stormwater management program that included six minimum control measures; and

WHEREAS, the Towns of Baldwin, Catlin, Chemung, Erin and Van Etten, were not designated as municipal separate storm sewer systems (non-MS4's) under the Phase II Federal Stormwater Regulations and therefore were not required to implement a stormwater management program; and

WHEREAS, as part of the Phase II Federal Stormwater Regulations, the eleven (11) MS4 municipalities enacted their own Stormwater Management and Erosion and Sediment Control Law to address minimum control measures # 4 (Construction Site Stormwater Runoff Control) and # 5 (Post Construction Stormwater Management); and

WHEREAS, each municipality's Stormwater Management and Erosion and Sediment Control Law establishes a requirement for the review and approval of a Stormwater Pollution Prevention Plan by the municipality, as well as periodic inspections of the land development activity by the municipality; and

WHEREAS, each municipality's Stormwater Management and Erosion and Sediment Control Law provides that the municipality's Stormwater Management Officer may designate, in writing, a third party to review the Stormwater Pollution Prevention Plans and to conduct inspections as required by the Stormwater Management and Erosion and Sediment Control Law; and

WHEREAS, the Towns, Villages, City, and County recognize the benefits of cooperating to achieve improved water quality and erosion and sediment control, and

WHEREAS, the Chemung County has formed a Stormwater Team to assist the MS4 municipalities with the review of the Stormwater Pollution Prevention Plans and to conduct inspections as required by the municipalities Stormwater Management and Erosion and Sediment Control Laws, and

WHEREAS, the non-MS4's feel that it is important to be active in issues related to stormwater management in Chemung County and that they will benefit from the information and education that will be provided countywide by the Stormwater Team.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

- 1) To authorize the County to host and maintain a Chemung County Stormwater Team within the County Department of Public Works (DPW) for the purposes of assisting the municipalities in Chemung County in protecting and improving the water quality of local waterways in accordance with State, County, and local water quality laws and policies.
- 2) This Agreement shall be for a period of five (5) years, running from July 1, 2023 through December 31, 2028, and will supersede any previous agreements.
- 3) The Chemung County will provide:

- a. Provide a Stormwater Team—consisting of a Professional Engineer, one or more certified stormwater technicians, and an education coordinator. These positions may be full-time, part-time, or contractual as deemed necessary.
 - b. County DPW Commissioner will supervise and manage the Stormwater Team and their day-to-day activities.
 - c. Will provide professional liability insurance on behalf of the Stormwater Team.
 - d. If necessary, it will provide any vehicles through its leasing program and maintain Stormwater Team vehicles as needed. The Stormwater Team budget will account for all vehicle costs, including fuel.
 - e. Will provide office space for the Stormwater Team in the same facility as the Chemung County Soil and Water Conservation District. The District and Stormwater Team will share a Board conference room, bathrooms, and parking areas. The cost of office equipment and needs such as copiers and cleaning services will be shared proportionate to their use.
 - f. Will provide and maintain a network computer connection for the Stormwater Team, including internet, email, and VOIP phones. Costs for these connections will be budgeted in the annual Stormwater Team budget.
 - g. The Chemung County Stormwater Team will provide annual reports regarding the activities of the Team by the end of each year. The annual report will include activities of the Stormwater Team during the past year, expenses to date and the proposed budget for the upcoming year.
- 4) Each municipality agrees to pay their proportional fee of the Budget/funding fees set forth in Exhibit 1, attached hereto and made a part hereof by reference.
- a) A three percent (3%) increase will be automated in each municipality's contributions to the County for each year unless otherwise modified by addendum.
 - b) Payments set forth in the budget will be remitted to the Chemung by each municipality once a year, on January 31st. The County will prepare and send invoices on behalf of the Stormwater Team.
- 5) Budget/Funding for the Chemung County Stormwater Team will be provided under the following formula (A budget will be established for the Stormwater Team by the County):
- a. Up to 57% of the funding will be provided by Chemung County, not to exceed \$265,000.00 in any given year. (2023 County contribution of 56.88% will be \$248,080.08 (including E-Waste and Ag Promotion revenue, which would be moved from the District);
 - b. 13.02% of the funding will be provided by the participating fifteen (15) municipalities within Chemung County at an annual rate of \$3,786.11 per municipality in 2023;
 - c. Additionally, 27.16% of the funding will be provided by the ten (10) participating MS4 communities within Chemung County based upon the following five (5) parameters:
 - i. lane miles within the municipality;
 - ii. impervious areas within the municipality;
 - iii. population of each municipality;
 - iv. illicit discharge probability; and
 - v. potential for development within the municipality.
 - d. Each parameter will be divided into High, Medium, and Low, with points given as follows: High (10 pts), Medium (5 pts), and Low (1 pt). The total points would then be added up among the eleven (11) MS4 communities and divided by the amount of funding needed to determine the dollar value of each point. Each municipality's share

would be determined by multiplying the number of points for the municipality by the dollar value of each point.

- 6) Each municipality Stormwater Management Officer shall designate in writing that the Chemung County Stormwater Team, under the County-DPW Commissioner, has the authority to review Stormwater Pollution Prevention Plans on behalf of the Stormwater Management Officer, to forward such plans to the applicable approval authority for approval, and to conduct inspections of stormwater management practices both during and after construction. Such designation shall be approved by the legislative authority for each municipality.
- 7) This Agreement may be modified or amended only in writing duly executed by all parties, which shall be attached to and become part of this Agreement.
- 8) Each municipal corporation shall indemnify and hold harmless the other municipal corporations, its officers, agents, and assigns for all liability arising as a result of its own acts and omissions regarding the activities under this Agreement. It is understood and agreed that no municipal corporation shall indemnify any or all of the other municipal corporations for liability arising as a result of the acts or omissions of another municipal corporation that is a party to this Agreement.
- 9) The Agreement shall be governed and construed in accordance with the laws of New York without regard or reference to its conflict of laws and principles.
- 10) This Agreement shall become effective for the full year upon the municipal corporation's execution of the Agreement. In the event that not all of the municipal corporations identified in the initial paragraph execute the Agreement, the municipal corporations executing the Agreement agree that it shall be binding as to them.
- 11) Any municipal corporation may withdraw from this Agreement upon sixty (60) days written notice to the other municipal corporations who are parties to the Agreement. The withdrawal of one or more municipal corporations shall not result in the termination of this Agreement and its provisions shall continue to be applicable to the municipal corporations remaining parties to the Agreement. If a municipal corporation withdraws from this Agreement, such municipal corporation is responsible for that year's allocation payment.
 - a. However, the following year, the remaining municipalities may amend the funding formula to be recalculated and reallocated.
- 12) This Agreement may be terminated upon the written consent of a majority of the municipal corporations who are parties to this Agreement at the time of the proposed termination. At the time of termination of the Stormwater Team any funds remaining in the Stormwater accounts will be returned to the municipal corporation utilizing the same formula created to collect the initial funding.

- 13) This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by the purchase beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Agreement.
- 14) If any provision of this agreement is or becomes void or unenforceable by force of law, the other provisions shall apply.
- 15) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties may execute this Agreement in separate counterparts, and the counterparts may be signed and delivered by facsimile, email, or other electronic means. The parties agree that any signature delivered by facsimile, email, or other electronic means shall have the same effect as an original signature.

[Signatures appear on the following page.]

2023-2028 Exhibit #1

Chemung County Stormwater Team Summary Budget \$436,153.13

Municipality	2023	2023 %
Chemung County*+	\$248,080.08	56.88%
City of Elmira+	\$26,866.25	6.16%
Village of Elmira Heights+	\$10,453.71	2.40%
Village of Horseheads+	\$17,121.31	3.93%
Village of Millport+	\$6,350.57	1.46%
Village of Wellsburg+	\$6,350.57	1.46%
Town of Ashland+	\$6,350.57	1.46%
Town of Big Flats+	0	0%
Town of Elmira+	\$19,172.87	4.40%
Town of Horseheads+	\$26,866.25	6.16%
Town of Southport+	\$24,301.79	5.57%
Town of Veteran+	\$12,505.28	2.87%
Town of Baldwin	\$3,786.11	0.87%
Town of Catlin**	\$3,786.11	0.87%
Town of Chemung	\$3,786.11	0.87%
Town of Erin	\$3,786.11	0.87%
Town of Van Etten	\$3,786.11	0.87%

Employee Health Insurance Contribution	\$12,803.33	2.94%
Total	\$436,153.13	100.00%

+ MS4 Community

* Includes E-Waste and Ag Promotions Funding

** Catlin received a Federal waiver, removing them from the MS4 Designation.

2023 payments will be prorated to monthly (total divided by 12 months)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers duly authorized as of the dates set forth opposite their signatures.

COUNTY OF CHEMUNG

Date: _____, 2023

By. _____
County Executive
Res #

TOWN OF ASHLAND

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF BALDWIN

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF CATLIN

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF CHEMUNG

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF ELMIRA

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF ERIN

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF HORSEHEADS

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF SOUTHPORT

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF VAN ETTEN

Date: _____, 2023

By. _____
Supervisor
Res #

TOWN OF VETERAN

Date: _____, 2023

By. _____
Supervisor
Res #

VILLAGE OF ELMIRA HEIGHTS

Date: _____, 2023

By. _____

Mayor
Res #

VILLAGE OF HORSEHEADS

Date: _____, 2023

By. _____

Mayor
Res #

VILLAGE OF MILLPORT

Date: _____, 2023

By. _____

Mayor
Res #

VILLAGE OF WELLSBURG

Date: _____, 2023

By. _____

Mayor
Res #

CITY OF ELMIRA

Date: _____, 2023

By. _____

Mayor
Res #

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

COMMITTEE REPORTS

Town Attorney- Comments were sent to her on the solar law to review and get back to us for the meeting next month.

Planning Board-Deda Cedar- The Comprehensive Plan meeting is Thursday, June 15th. The Wentworth subdivision needs to go the full EFA. The Board will have that next month. It is the 16-lot subdivision on North Greenbush Road. Deda received a call regarding interest in building a small campground on Greenbush Road (assumes North Greenbush) told them to start with the Code Enforcement Officer.

Parks, Recreation and Senior Committee-Deda Cedar- She thanked Harold Spencer for all he has done. The Park meeting had two people attend so nothing was planned for the summer. Senior Group did a bake sale at Wood Fest. The amount has not been turned over to the treasurer yet. The Senior Group still has no bylaws or direction on how to run things. There is a trip planned in September for a Charlie Pride tribute dinner in Cortland. Membership numbers are down to 15-16 people. Supervisor

Schmidt said that is unacceptable for someone from another town making our residents uncomfortable. Group is having a hard time finding anyone to volunteer. Needs to be at least 30-40 people per event for trips. The money can be reallocated. Yoga is done until September or October. Talking about possible chair yoga in the fall after the senior meetings. The silo will be started on June 26th. It will take about three (3) days to complete the painting project.

Code Enforcement-John McCracken- The Attorney looked into Palmer Road and cannot find any paperwork that it was ever abandoned the correct way. She is working on a resolution and will need a letter from Steve Tyler on Town letterhead stating that it has been 20+ years since the Town has maintained that road. It will be put with the resolution. She will have that for the next meeting. The paperwork is filed with the Town Clerk. John has been working on violations, issuing permits and will be looking into the legal rights on another issue.

Highway Superintendent-Steve Tyler- Since the last meeting they have been changing pipes, cleaning ditches and grading roads when weather permits. They have also been putting down dust control. Two loads of scrap metal were taken and Steve has checks for the Board for \$287.30 and \$350.90. It is time to upgrade the loader. The price from Cat for a 2024 loader is \$237,850.00 and they are willing to give \$185,000.00 for ours. The trade difference is \$52,850.00. Steve was also given a price on a new 2023 Volvo loader for \$228,204.00 with \$195,000.00 for our loader. The trade difference is \$23,508.00.

Motion made by W. VanRiper, Jr. and seconded by R. Evans for Steve to upgrade the loader to a new 2023 Volvo loader for \$228,204.00.

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

Buildings & Grounds- Councilman VanRiper, Jr.-Suggested to go with the plan of mini splits. Still have air exchange. About an \$8,000.00 savings. Supervisor Schmidt will reach out tomorrow to move forward with the project.

Code Enforcement-John McCracken- Brandon (McIlwain), that owns the body shop in town, is applying for a special permit. The paperwork was accepted by the Board and given to Deda Cedar for the Planning Board to review.

County Representatives- Joe Donovan-Has about \$6500.00 in Casella money available. Encouraged Town to put in for some. County upset the Town of Big Flats with the proposed truck stop. About 60 people showed up to voice their opinions. It is in an industrial zone. Usually a warehouse will follow a truck stop. There will be more news in the next couple of weeks.

Supervisor- Dawn Schmidt- The Chemung County Planning Department will lead the process for the required five-year update of the Chemung County Multi-Jurisdiction Hazard Mitigation Plan. The Sheriff Department sent report for May. There were 24 blotters assigned, 4 uniform traffic tickets, 3 traffic stops and 1 traffic accident. A thank you card was received from Chemung County 4-H for the donation to their summer program. Comp Alliance, the insurance company, sent the Town a \$1,700.00 rebate for a safe workplace. Soil and Water Conservation and the Chemung County Sheriff's annual reports are available if anyone would like to look at them. A letter was received from a councilman from the Town of Huntington asking us to pass a resolution on voter's identification. Suggests waiting until the state/county decides what to do.

HEARING OF THE PUBLIC

Harold Spencer – The shavings from the Wood Fest are taken care of. Would like to take his trailer to the Park and load up the rest of it. There are three (3) poplar logs left that he would like to take to Soil and Water to make side rails for the dump truck.

Supervisor Schmidt- Before Wood Fest, the Little Library was filled with food again. It was cleaned out. The shelves may need to be taken out. There is to be no more food there or ultimately the shed will be removed.

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

A motion was made by R. Evans and seconded by W. VanRiper, Jr. to adjourn the meeting at 7:20 PM.
Motion Carried: Ayes: W. VanRiper, Jr., R. Evans, A. Hughson, M. Shutts, D. Schmidt. Nays: None.

Erin Town Clerk