

May 8, 2024
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., Alan Hughson, Dawn Schmidt.

MEMBERS EXCUSED: Randy Evans, Michael Shutts.

PUBLIC PRESENT: Joe Frega, Mark Margeson, Gary Ratchford, Harold Spencer.

PUBLIC ON ZOON: Paul Saunders.

A motion was made by W. VanRiper, Jr. and seconded by A. Hughson to pay the audited bills as they appear on the General Fund Abstract 5, #62-84, totaling \$35,818.29; and the Highway Fund Abstract 5, #70-86, totaling \$9,035.07; and the Street Lighting Fund Abstract 5, #73, totaling \$303.50.

Motion Carried: Ayes: W. VanRiper, Jr., A. Hughson, D. Schmidt. Nays: None.

A motion was made by A. Hughson and seconded by W. VanRiper, Jr. to dispense with the reading of the minutes from the Public Hearing and regular Board Meeting on April 1, 2024 and approve the minutes with the addition of the wording from the Town Attorney for one of the resolutions from the regular Board meeting.

Motion Carried: Ayes: W. VanRiper, Jr., A. Hughson, D. Schmidt. Nays: None.

COMMUNICATIONS

- The Clerk reported that the 2024 taxes are not yet balanced. The file came in before she went to Conference and the computer has not been working properly. She will get them to the County as soon as possible.
- The Clerk also thanked the Highway Crew for all the help with moving stuff when the flooring was being put down.

AGENDA FOR THE TOWN OF ERIN BOARD MEETING MAY 8, 2024;

1. RESOLUTION 27-2024 INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF ERIN AND CITY OF ELMIRA FOR SHARED CODE ENFORCEMENT SERVICES

RESOLUTION 27-2024

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 ____ day of _____, 2024 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, 2024 and shall expire on September 1, 2024 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, 2024 to September 1, 2024.

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. 2024 - 135

TOWN OF ERIN, NEW YORK

By: _____
Dawn Schmidt/Supervisor
Resolution No. 2024 - _____

Motion Carried: Ayes: W. VanRiper, Jr., A. Hughson, D. Schmidt. Nays: None.

COMMITTEE REPORTS

Town Attorney- No report.

Planning Board- Deda Cedar- They reviewed the proposed solar law and brought recommendations to the workshop. The next meeting will be 5/20 due to Memorial Day.

Parks, Recreation and Senior Committee-Deda Cedar- There is a Wood Fest meeting tomorrow night and that is coming along. The Under the Stars movie night will be 6/14 at the Fire Dept with popcorn and soda to purchase. The Little Library needs new signs made and doors repaired. The signs will say it is open for books only and only if they fit. There will be a craft fair in October. They are allotted 201 persons for the Food Bank and 180 were served.

Gary Ratchford reported on the Senior Group-There were 27 that attended the last meeting. They are having a picnic at Park Station with Van Etten on 8/22. On 7/22 there is a trip to see the Pow Wow at the casino. The Department of the Aging spoke about on-line scams at the last Senior meeting. Would like to get them back to hand out \$25 worth of farmer market coupons. The Historical Picnic is 7/13.

Code Enforcement-John McCracken-Excused.

Highway Superintendent-Steve Tyler- Since the last meeting they have been changing cross pipes and driveway pipes and trimming trees. Three trees on Chapman Road were taken down with the help of The Tree Doctor. They have been working on equipment and helping out with the flooring installation in the Town Hall. Weather permitting, they will be starting on road grading and will also be putting down dust control. On 5/14, a representative from NYMIR will be in to conduct onsite building inspections of our insurable properties. The one truck in here from Hornell, the pickup is in and waiting to have the plow frame put on. Council Member VanRiper, Jr. suggested to address the tree situation in town before it becomes a problem. There were 163 tires collected and four (4) pallets of electronics during the collection day in April. Talking about having an electronic collection bin located at the Town year-round with set days/hours and having React E-cycling pick up when full. Steve will look into that.

County Representative- Mark Margeson- He asked about the properties on Langdon Hill Road and Thayer Road that he is going to look into. He has money for the Town for the front entrance project. Supervisor Schmidt will write a letter and send him the information regarding the quote. The Arena is in full swing. There is a high-end Jr. hockey league. Saved money bringing them in. There is a local owner that is going to be involved in it. The software system issue is being cleaned up with the County. The County will not approve the snowmobile club trail.

Supervisor-Dawn Schmidt- Park Station will be busy in the next two (2) weeks for the summer. Received great support from the Sheriff's Department for the Jeep Run. A resolution needs to be passed to accept the quote in from Karlyle Construction for the repairs/upgrades to the front entrance of the Town Hall.

RESOLUTION 28-2024 TO ACCEPT THE QUOTE AND SCOPE OF WORK FROM KARLYLE CONSTRUCTION TO REPAIR THE FRONT ENTERANCE OF THE TOWN HALL.

Resolution By: W. VanRiper, Jr.

Seconded By: A. Hughson

It is resolved that the Town Board of the Town of Erin accepts the quote from Karlyle Construction Services, LLC in the amount of \$6,900.00 for the Town of Erin Vestibule Upgrades.

Motion Carried: Ayes: W. VanRiper, A. Hughson, D. Schmidt. Nays: None.

OLD BUSINESS

Council Member VanRiper, Jr. reported that two (2) new toilets were installed at the Town Hall when the flooring was put in.

HEARING OF THE PUBLIC

Deda Cedar- Thanked Joe Frega for cleaning up the Hamlet. He has also offered to spearhead the walking path at the Town Park. The baseball field has a pitcher's mound and bases; needs someone to put in and maintain.

Council Member VanRiper, Jr. was asked if the Boy Scouts could have a campout at the park. The Board does not have a problem with that.

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 A. Hughson to adjourn the meeting at 7:10 pm. Motion Carried: Ayes: W. VanRiper, Jr., A. Hughson, D. Schmidt. Nays: None.