

**INTERMUNICIPAL AGREEMENT
FOR THE OPERATION AND FUNDING
OF THE CORNING-ERWIN AREA TRANSIT SYSTEM (CEATS)**

THIS AGREEMENT, made and entered into this 31st day of October, 2025, by and between:

CITY OF CORNING, a New York municipal corporation, with offices located at 500 Civic Center Plaza, Corning, NY 14830 (hereinafter "City");

TOWN OF CORNING, a New York municipal corporation, with offices located at 20 South Maple Street, Corning, NY 14830 (hereinafter "Town of Corning");

TOWN OF ERWIN, a New York municipal corporation, with offices located at 310 Town Center Road, Painted Post, NY 14870 (hereinafter "Town of Erwin"); and

CORNING COMMUNITY COLLEGE, an educational institution chartered under the State University of New York system, with offices located at 1 Academic Drive, Corning, NY 14830 (hereinafter "CCC").

(Collectively referred to as "the Parties.")

WHEREAS, the City, Town of Corning, Town of Erwin, and CCC jointly benefit from the continued operation of the Corning-Erwin Area Transit System ("CEATS"), which provides critical public transportation for residents, students, and employees throughout the area; and

WHEREAS, TransDev Services, Inc. ("TransDev") currently operates CEATS under contract; and

WHEREAS, Steuben County has committed \$65,000 toward the local share of CEATS operating costs for the 2025-2026 contract year; and

WHEREAS, the remaining local share is to be funded by the City, Town of Corning, Town of Erwin, and CCC based on each Party's proportionate share of total system mileage; and

WHEREAS, the City has agreed to serve as the Prime Sponsor and Fiscal Agent, to

collect the required local contributions from the participating Parties and remit payments to TransDev; and

WHEREAS, this Agreement is authorized under Article 5-G (§ 119-o) of the New York General Municipal Law, which permits municipal corporations and public agencies to enter into cooperative agreements for the joint performance of their respective functions and duties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION I – PURPOSE

The purpose of this Agreement is to define the terms and conditions under which the Parties will share the local contribution costs of operating CEATS for the contract period beginning November 1, 2025, and ending October 31, 2026.

SECTION II – LOCAL SHARE AND COST ALLOCATION

1. The total local share of operating costs to be contributed by the Parties (exclusive of Steuben County's \$65,000 contribution) is as follows:

City of Corning: \$78,539
Corning Community College (CCC): \$20,726
Town of Corning: \$12,261
Town of Erwin: \$25,089

2. Each Party shall remit its respective share to the City of Corning no later than September 15, 2026, unless otherwise agreed in writing.

3. Adjustments to these percentages or contributions may be made by mutual written agreement if service routes, mileage, or funding levels change.

SECTION III – CITY OF CORNING RESPONSIBILITIES

1. The City shall serve as Prime Sponsor and Fiscal Agent for CEATS and shall be responsible for collecting contributions from the participating Parties, receiving the County contribution, and remitting payments to TransDev in accordance with the approved service contract and payment schedule.

2. The City shall maintain complete financial records of all receipts and disbursements under this Agreement and make such records available to the Parties upon reasonable request.

SECTION IV – TERM

This Agreement shall commence on November 1, 2025, and shall continue through October 31, 2026. The Parties may renew or amend this Agreement for an additional one-year term upon mutual written agreement.

SECTION V – COMPLIANCE AND COOPERATION

The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations governing the provision of public transportation services.

SECTION VI – INDEMNIFICATION

Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing herein shall be construed as creating liability on the part of any Party for the acts or omissions of another.

SECTION VII – AMENDMENTS

This Agreement may be amended only by a written instrument executed by all Parties.

SECTION VIII – NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally or by mail to the following:

City of Corning – City Manager, 500 Civic Center Plaza, Corning, NY 14830

Town of Corning – Town Supervisor, 20 South Maple Street, Corning, NY 14830

Town of Erwin – Town Manager, 310 Town Center Road, Painted Post, NY 14870

Corning Community College – President, 1 Academic Drive, Corning, NY 14830

SECTION IX – SEVERABILITY

If any provision of this Agreement or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

SECTION X – COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed valid and binding.

SECTION XI – ENTIRE AGREEMENT


This Agreement constitutes the entire understanding between the Parties regarding the operation and funding of the Corning-Erwin Area Transit System (CEATS) and

supersedes all prior written or oral agreements pertaining thereto.


SECTION XII – EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CORNING

By 
Date 10/31/25

TOWN OF CORNING

By 
Date October 22, 2025

TOWN OF ERWIN

By Melissa Greenthal
Date October 15, 2025

CORNING COMMUNITY COLLEGE

By 
Date 10/22/25