

January 14, 2013

Board of Trustees

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Proceedings by Authority

State of New York  
Village of Celoron  
Community Center

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A regular meeting of the Board of Trustees of the Village of Celoron, New York was held on Monday, January 14, 2013 at 7:00 P.M.

Members Present: Mayor Keeney, Trustees Kogut, Mattison and Young

Members Absent: Trustee Schrecengost

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO, Village Attorney John D. Vanstrom, Highway Superintendent Terry Schrecengost and one member of the public

Mayor Keeney called the meeting to order, asked the Clerk to call the roll and led the Pledge of Allegiance.

**MAYOR'S COMMENTS:**

None

**OPPORTUNITY FOR PUBLIC COMMENT:**

David Reinhardt, Chautauqua Striders, reviewed his request to hold the first annual Lucy Town Half Marathon & 5K on October 13, 2013.

**APPROVAL OF MINUTES:**

Trustee Mattison motioned, seconded by Trustee Kogut to approve the minutes of the Regular Meeting held on December 10, 2012.

Carried: 4 ayes

**COMMITTEE REPORTS**

**PUBLIC SAFETY** – Trustee Kogut gave the report from the Code Enforcement Officer. The Board discussed the current Fire Lanes and reviewed a recommendation from the Fire Department to eliminate the ones on West Livingston Avenue and West Chadakoin Street because the lake is too shallow to utilize them. The Board also accepted, with regret, the resignation of Frank Fonti as Code Enforcement Officer effective February 13, 2013.

**ANIMAL CONTROL** – In Trustee Schrecengost's absence, Mayor Keeney advised that he had received the resignation of Lisa M. Sobocinski. The Board accepted, with regret, the resignation of Lisa M. Sobocinski as Animal Control Officer effective the middle of March, 2013.

**PARKS & RECREATION** – Trustee Young advised that she would be setting up the Summer Concert Series. She asked for any suggestions from the Board. Mayor Keeney asked her to include a

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concert that would feature music of interest to the youth. Trustee Mattison suggested that she contact Infinity to see if they had any groups.

HIGHWAY AND EQUIPMENT – Trustee Mattison and the Board discussed the request of David Reinhardt, Program Director for Chautauqua Striders to hold the first annual Lucy Town Half Marathon & 5K through the Village of Celoron on October 13, 2013. Mr. Reinhardt was asked if the Town of Ellicott Police would be providing an escort and how many participants were expected. He replied that the Ellicott Police would be providing an escort and they expected about 400 participants.

Trustee Mattison moved, seconded by Trustee Kogut to approve the request of Chautauqua Striders to hold the first annual Lucy Town Half Marathon & 5K through the Village of Celoron on October 13, 2013.

Carried: 4 ayes

ZONING & PLANNING – Trustee Schrecengost – none

SANITATION – Trustee Mattison and the Board discussed garbage collection rates for Town of Ellicott residents. A resolution will be presented later in the meeting.

BUSINESS – Trustee Kogut – none

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. DEC Press Release regarding the expiration of the Crossbow Law on December 31, 2012.
2. January meeting notice for Chautauqua County Conference of Mayors on Thursday, January 31, 2013.
3. Notice from Time Warner Cable of network changes.
4. Correspondence from Congressman Tom Reed.
5. Correspondence from Governor Andrew M. Cuomo regarding the State of the State address.
6. Correspondence from Dominic Frogillo regarding moratorium on hydraulic fracturing and postpone permitting of drilling.
7. 2012 Summary of Enacted and Vetoed Legislation (available in Village Hall).
8. Press Release from Chautauqua Co. Health Dept. re: flu.

FINANCE – Entire Board/Clerk

Mayor Keeney asked for approval of Abstract #14 in the amount of \$19,751.60, Check #1715 thru 1725, dated December 11-31, 2012; Abstract #15 in the amount of \$35,787.97, Check #1726 thru 1746, dated January 1-14, 2013 and Trust & Agency Abstract #5 in the amount of \$625.83, Check #5022 thru 5024, dated January 14, 2013.

Trustee Young moved, seconded by Trustee Mattison to approve payment of the abstracts.

Carried: 4 ayes

AUDIT – Trustee Mattison – none

INSURANCE – Trustee Young – none

BUILDING – Trustee Young and the Board discussed a request from the Chautauqua County Board of Elections to use the Community Center for elections.

Mayor Keeney moved, seconded by Trustee Mattison to approve the request of the Chautauqua County Board of Elections to use the Community Center for elections, subject to approval of the agreement, as to form, by the Village Attorney.

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Carried: 4 ayes

SPECIAL EVENTS – Trustee Mattison announced that the Rib-Fest will be held on June 5-8, 2013. Any volunteers are welcomed.

## **RESOLUTIONS**

### **Resolution #9– 2012-13**

RESOLVED, That effective February 1, 2013 the following rates shall apply for Garbage Collection Services for residential customers located in the Town of Ellicott:

Annual	\$280.00
Semi-annual	\$145.00
Quarterly	\$75.00

Mayor Keeney moved, seconded by Trustee Mattison to approve the resolution.

Carried: 4 ayes

### **Resolution #10 – 2012-13**

RESOLVED, That the following Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$27,891.00 for the fiscal year 2012-2013 be and hereby is approved:

## **MEMORANDUM OF UNDERSTANDING**

For Fire Protection Services

**This Memorandum of Understanding** is made January 14, 2013, by and between the following parties:

**Village of Celoron, New York**  
A New York Municipality  
21 Boulevard Avenue  
Celoron, New York 14720

and

**Celoron Hose Company No. 1, Inc.**  
A New York Not-for-Profit Corporation  
92-94 Dunham Avenue  
Celoron, New York 14720

**WITNESSETH:**

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**Whereas**, the Village of Celoron desires to ensure high quality, safe, and efficient provision of fire protection services for the residents of the Village of Celoron, and

**Whereas**, the Celoron Hose Company consists of volunteers dedicated to providing high quality fire protection services in the Village of Celoron,

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. Services.** The Celoron Hose Company shall provide comprehensive high quality fire protection services for the residents of the Village of Celoron, said services to include without limitation the prompt and efficient response to fire and emergency calls; the careful use, storage and maintenance of fire trucks and rescue equipment; and the promotion of public awareness of fire safety and related matters.

The Celoron Hose Company shall keep all Celoron Hose Company fire extinguishers fully charged and all fire trucks, emergency vehicles and all other equipment and apparatus clean and fully operational at all times, including adequate fuel, water, and other items. The Celoron Hose Company shall be responsible for all major repairs and maintenance on its equipment, which equipment shall be used only for emergency service, flood control activities, mutual aid services, parades and other similar activities in the Village of Celoron area. The Celoron Hose Company shall annually on or about April 1<sup>st</sup> of each year provide the Village of Celoron with a detailed itemized inventory of all equipment maintained and stored by the Celoron Hose Company, said inventory to be in form and content specified by the Village Board of Trustees.

The Celoron Hose Company shall also use its fire fighting and rescue equipment and machinery to continue its tradition of providing high quality firemanic services to the residents of the Village of Celoron. The Company shall maintain in a good, safe, clean and attractive condition all of the equipment, buildings and related property used for storing its equipment and property, and shall be responsible for providing all necessary heat, water, electric and telephone services (if any) required for such buildings or other facilities.

**2. Payment.** The Village of Celoron shall pay the Celoron Hose Company a maximum sum not to exceed Twenty-seven Thousand Eight Hundred Ninety-one and 00/100 (\$27,891.00) to be used for the payment of actual expenses incurred pursuant to this Memorandum of Understanding, said expenses to include heat, electric, and other utilities utilized in storing Celoron Hose Company equipment; fuel and related expenses for fire trucks and related equipment; the cost of appropriate liability insurance covering the Celoron Hose Company's activities hereunder; and all other reasonable and legitimate expenses incurred in the performance of firemanic services pursuant to this Memorandum. The Village of Celoron shall advance to the Celoron Hose Company on or about June 30, 2012, or within 15 days after this contract is signed, whichever is later, the entire sum due hereunder upon submission of properly itemized and certified claim vouchers in form and content satisfactory to the Village Board of Trustees.

The Celoron Hose Company shall provide the Village of Celoron on a semi-annual basis with a copy of all receipts and other documentation reasonably requested by the Mayor or the Village Board of Trustees evidencing proof of all expenditures made pursuant to this Memorandum of Understanding and a succinct summary of all fire and emergency calls and other activities.

**3. Term.** This Memorandum shall commence as of June 1, 2012, and shall terminate May 31, 2013, provided either party may terminate this Memorandum upon at least thirty (30) days advance written notice to the other party, with accounts between the parties to be adjusted and prorated as of such termination date.

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This Memorandum shall be deemed executory to the extent of funds available to the Village of Celoron for the objects and purposes hereof, and the Village of Celoron shall not be liable for any amount in excess of available funds.

**4. Rules and Regulations.** The Celoron Hose Company shall observe and obey all reasonable rules and regulations regarding its firemanic activities as adopted by the Celoron Hose Company, a copy of which shall be provided to the Village of Celoron. The Village of Celoron may recommend changes and additions to such rules and regulations as it deems appropriate.

**5. Statutory Compliance.** The Celoron Hose Company shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to any laws, rules or regulations relating to firemanic services and emergency services, building codes, OSHA standards, and labor law provisions. All applicable statutory provisions are hereby incorporated by reference.

**6. Indemnification.** To the extent legally possible, the Celoron Hose Company shall indemnify and hold harmless the Village of Celoron from any liability, claim, demand or judgment arising from or relating to the Celoron Hose Company's services hereunder or any negligence or wrongful act of any member of the Celoron Hose Company. The Celoron Hose Company shall not be liable to the Village of Celoron for that portion of any liability, claim, demand or judgment attributed solely to the negligence or other wrongful act of the Village of Celoron or any officer or employee thereof while acting in an official capacity for the Village of Celoron.

**7. Insurance.** The Celoron Hose Company shall maintain in full force and effect property and liability insurance of at least \$300,000 covering its equipment and operations, said insurance to name the Village of Celoron as additional named insured for purposes of coverage but not the payment of premium. The Celoron Hose Company shall provide the Village of Celoron with a copy of its Certificate of Insurance evidencing proof of coverage. The parties waive any rights of subrogation under their respective insurance policies.

**8. Nondiscrimination.** The Celoron Hose Company shall not discriminate or permit discrimination against any person on the grounds of race, color, creed, national origin, religion, sex, or marital status.

**9. Interpretation.** In the event of any ambiguity or question regarding the meaning or interpretation of this Memorandum of Understanding, the parties shall promptly submit the matter to the Mayor of the Village of Celoron regarding any payment obligations of the Village of Celoron and to the Fire Chief or President of Celoron Hose Company regarding firemanic activities, whose decisions shall be final and binding.

**10. Assignment.** The Celoron Hose Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest herein without the advance written consent of the Village of Celoron, which consent shall not be unreasonably withheld.

**11. Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties and shall supersede any and all other agreements relating to the provision of fire protection services. Any other agreements, statements, representations or warranties are null and void with no force or effect.

**IN WITNESS WHEREOF,** the undersigned have executed this Memorandum of Understanding as of the date first written above.

**Village of Celoron:**

**Celoron Hose Company:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

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Mayor Keeney moved, seconded by Trustee Kogut to approve the resolution.

Carried: 4 ayes

**OLD BUSINESS**

None

**NEW BUSINESS**

None

**MAYOR'S COMMENTS:**

None

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

Trustee Mattison motioned to adjourn the meeting. Trustee Kogut seconded the motion.

Carried: 4 ayes

The meeting was adjourned at 7:30 p.m.

Shirley A. Sanfilippo, MMC/CMFO  
Village Clerk-Treasurer