

September 16, 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, September 16, 2013 at 7:00 P.M.

Members Present: Mayor Schrecengost and Trustees Grundstrom, Kogut, Mattison, and Young

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO, Village Attorney John D. Vanstrom, Highway Superintendent Terry Schrecengost and Jack Mehler, Northwest Savings Bank.

Mayor Schrecengost 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:**

None

**APPROVAL OF MINUTES:**

Trustee Kogut motioned, seconded by Trustee Young to approve the minutes of the Public Hearing and Regular Meeting of August 12, 2013 and the Special Meeting of August 29, 2013.

Carried: 5 ayes

**COMMITTEE REPORTS**

PUBLIC SAFETY – Trustee Kogut presented the report from the Code Enforcement Officer.

ANIMAL CONTROL – Trustee Grundstrom – none

PARKS & RECREATION – Trustee Young and the Board discussed the purchase of surveillance cameras to place in Lucille Ball Memorial Park to deter vandalism.

Trustee Grundstrom moved, seconded by Trustee Mattison to authorize the purchase of surveillance cameras in an amount not to exceed \$700.00

Carried: 5 ayes

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Trustee Grundstrom thanked Mayor Schrecengost for all his work replacing the handicap ramp and repairing the porch at the Community Center. The Board thanked J. Lewis Construction for their donation of time to construct the ramp.

HIGHWAY AND EQUIPMENT – Trustee Mattison advised that the Highway Department had finished the drainage on Livingston Avenue.

ZONING & PLANNING – Trustee Grundstrom - none

SANITATION – Trustee Mattison and the Board discussed the date for Fall Clean-up.

Trustee Mattison moved, seconded by Trustee Young to set Fall Clean-up Day for October 12, 2013 from 9:00 a.m. to 3:00 p.m.

Carried: 5 ayes

BUSINESS – Trustee Kogut – none

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. NYCOM News Release regarding Pension Contribution Rates.
2. Time Warner letter regarding possible network changes.
3. September meeting notice for the Chautauqua County Conference of Mayors.
4. New Channel lineup for Time Warner Cable.
5. Informational Session on multi-use trail from Barcelona to Chautauqua Institution.

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #7 in the amount of \$55,400.95, check #1995 thru 2014, dated September 1-16, 2013.

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

Carried: 5 ayes

AUDIT – Trustee Mattison – none

INSURANCE – Trustee Young – none

BUILDING – Trustee Young – none

SPECIAL EVENTS – Trustee Mattison discussed the hours for Halloween; the date for the Seniors Living Alone Dinner; the Children's Christmas Party; and the Olde Fashion Christmas Celebration.

Trustee Mattison moved, seconded by Trustee Grundstrom to set the hours for Halloween on October 31, 2013 from 5:30 p.m. to 8:00 p.m.

Carried: 5 ayes

Trustee Grundstrom moved, seconded by Trustee Mattison to set the date for the Seniors Living Alone Dinner for December 4, 2013.

Carried: 5 ayes

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Trustee Mattison moved, seconded by Trustee Grundstrom to set the date for the Childrens' Christmas Party as December 11, 2013.

Carried: 5 ayes

Trustee Grundstrom moved, seconded by Trustee Young to set the date for the Olde Fashion Christmas Celebration as December 15, 2013.

Carried: 5 ayes

Mayor Schrecengost advised that the Autism Walk will be held on September 28, 2013.

### **OLD BUSINESS**

None

### **NEW BUSINESS**

None

### **RESOLUTIONS:**

#### **Resolution #29 – 2012-13**

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$30,585.07 for the fiscal year 2013-2014 be and hereby is approved.

Trustee Grundstrom moved, seconded by Trustee Mattison to approve the resolution.

Carried: 5 ayes

## **MEMORANDUM OF UNDERSTANDING**

For Fire Protection Services

**This Memorandum of Understanding** is made September \_\_, 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:**

**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 Thirty Thousand Five Hundred Eighty-five and 07/100 (\$30,585.07) 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, 2013, and shall terminate May 31, 2014, 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.

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:**

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

**Celoron Hose Company:**

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

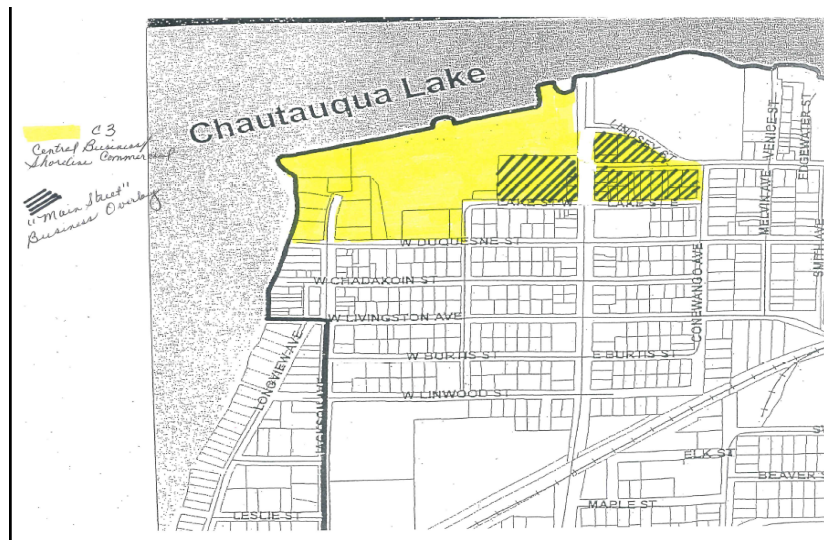
**LOCAL LAW TO BE PRESENTED:**

**LOCAL LAW NO. 3 OF 2013**

**A LOCAL LAW AMENDING SECTION 19-302, CENTRAL BUSINESS/SHORELINE COMMERCIAL (C3) DISTRICT AND SECTION 19-302, ZONING MAP, CELORON ZONING LAW, OF THE CODE OF THE VILLAGE OF CELORON, NEW YORK**

BE IT ENACTED by the Village Board of the Village of Celoron, New York, pursuant to the authority and provisions of §10 of the Municipal Home Rule Law and §7-725a of the New York State Village Law, as follows:

1. **Intent.** Amending Section 19-302, Zoning Map to extend the existing C3 Central Business/Shoreline Commercial District to include the R2 District to the north of W. Duquesne Street and west to the shoreline of Chautauqua Lake and Section 19-404 B to add townhouses and condominiums as a use by right.
2. **Amendment.** Section 19-404 B, Central Business/Shoreline Commercial (C3) District, is hereby amended to add townhouses and condominiums as a use by right.
3. **Amendment.** Section 19-302, Zoning Map, is hereby amended to add thereto "and amended September, 2013".
4. **Conflicting Statutes.** All local laws or ordinances or parts of local laws or ordinances in conflict herewith are hereby repealed.
5. **Severability.** Should any clause, sentence, paragraph, subdivision, section or other part of this local law be adjudicated by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or other part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and to this end, the provisions of each section of this local law are hereby declared to be severable.
6. **Effective Date.** This local law shall become effective immediately upon filing with the New York State Secretary of State.



Trustee Kogut moved, seconded by Trustee Grundstrom to approve the local law.

Carried: 5 ayes

September 16, 2013

**MAYOR'S COMMENTS:**

None

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

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

Carried: 5 ayes

The meeting was adjourned at 7:25 p.m.

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