

August 11, 2014

Board of Trustees

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Proceedings by Authority

State of New York  
Village of Celoron  
Community Center

ss:

A regular meeting of the Board of Trustees of the Village of Celoron, New York was held on Monday, August 11, 2014 at 6:00 P.M.

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

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO, Highway Superintendent Terry Schrecengost and Code Enforcement Officer Robert J. Burkholder

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

**MAYOR'S COMMENTS:**

Mayor Schrecengost announced that Steven R. Grundstrom had resigned as Trustee effective July 31, 2014.

**MAYOR'S APPOINTMENT:**

Mayor's Office  
To the Board of Trustees of the Village of Celoron, New York

Trustees:

In pursuance of the authority vested in me by the Village Law of the State of New York, I do hereby appoint the following:

Mary E. Keeney  
42 W. Fifth Street WE  
Jamestown, NY 14701-2558

as a member of the Board of Trustees in and for the Village of Celoron, New York. (To fill the unexpired term of Steven R. Grundstrom, resigned.)

The term for which said appointment is to be made will expire on December 1, 2014.

Dated: August 11, 2014

Scott Schrecengost  
Mayor of the Village of Celoron, New York

Trustee Keeney received her Oath of Office.

**MAYOR'S COMMITTEE APPOINTMENTS:**

Mayor Schrecengost appointed Trustee Keeney to the Animal Control, Planning and Zoning Committees.

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**OPPORTUNITY FOR PUBLIC COMMENT:**

Dave Thompson, 11 E. 7<sup>th</sup> Street, spoke regarding the condition of his water and asked the Village to install a water line to service his home.

Jacob Feldt, 64 Butler Avenue, stated that he would also like a water line installed because his well is awful.

The Board discussed options for paying for the installation of a water line and will make it a priority.

The Board reviewed correspondence from Leslie Carlson regarding installing a pedestrian crosswalk on Boulevard Avenue. The Board did not feel that the location was appropriate and discussed the failure of motorists to yield at the marked crosswalk in front of the Post Office and Village Hall.

**APPROVAL OF MINUTES:**

Mayor Schrecengost motioned, seconded by Trustee Mattison to approve the minutes of the Regular Meeting of July 14, 2014.

Carried: 5 ayes

**COMMITTEE REPORTS**

PUBLIC SAFETY – Trustee Kogut asked the Code Enforcement Officer to present his report to the Board.

ANIMAL CONTROL – Trustee Keeney – none

PARKS & RECREATION – Trustee Young stated that there would be one more summer concert on Wednesday night and that the summer youth recreation program had been a success. She thanked all responsible for the well-attended Community Picnic.

HIGHWAY AND EQUIPMENT – Trustee Mattison stated that the Highway Department was installing sidewalks on East Avenue

ZONING & PLANNING – Mayor Schrecengost stated that the Zoning Board would be reviewing the tabled petition of Timothy Johnson to install a fence on his property line and the Planning Board will be reviewing a tabled site plan for the Moose Lodge for a storage building and the tabled site plan for George Patti, III for Signature Paving.

SANITATION – Trustee Mattison – none

BUSINESS – Trustee Kogut stated that a date would have to be set for a public hearing on the renewal of the Time Warner Cable Special Franchise Agreement. A copy of the agreement had not been received in time to hold a public hearing at this meeting.

Trustee Kogut moved, seconded by Trustee Keeney to set a public hearing on the renewal of the Time Warner Special Franchise for 5:50 p.m. on Monday, September 8, 2014 in the Community Center, 47 Dunham Avenue.

Carried: 5 ayes

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The Board discussed closing the office during the lunch hour from 12:30 p.m. to 1:30 p.m. Currently there are very few people coming in during this time due to the Post Office being closed.

Trustee Mattison moved, seconded by Trustee Kogut to close the office from 12:30 p.m. to 1:30 p.m. to allow staff to take a lunch break.

Carried: 4 ayes, 1 nay  
Trustee Young, nay

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. NYCOM correspondence on Tax Freeze Implementation
2. Notice from Time Warner Cable of changes in service
3. Notice from Time Warner Cable of changes in service

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #4 in the amount of \$18,608.58, check #2334 thru #2345, dated July 15-31, 2014; Trust & Agency Abstract #3, in the amount of \$2,195.40, dated July 31, 2014, check #5048; and Abstract #5 in the amount of \$38,037.85, check #2346 thru 2358, dated August 1-11, 2014.

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

Carried: 5 ayes

The Board discussed the tabled request from Robert Saxton to purchase a lot on Ninth Street.

Trustee Mattison moved, seconded by Trustee Kogut to deny the request and retain the lot.

Carried: 5 ayes

AUDIT – Trustee Mattison – none

INSURANCE – Trustee Young – none

BUILDING – Trustee Young – none

SPECIAL EVENTS – Trustee Mattison commented on the successful Community Picnic.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

None

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**RESOLUTIONS:**

**Resolution #30 – 2013-14**

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$31,112.57 for the fiscal year 2014-2015 be and hereby is approved.

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

Carried: 5 ayes

**MEMORANDUM OF UNDERSTANDING**

For Fire Protection Services

**This Memorandum of Understanding** is made August \_\_, 2014, 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.

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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-One Thousand One Hundred Twelve and 57/100 (\$31,112.57) 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, 2014, 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, 2014, and shall terminate May 31, 2015, 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

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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

**MAYOR’S COMMENTS:**

None

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

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

Carried: 5 ayes

The meeting was adjourned at 6:50 p.m.

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