

October 12, 2015

Board of Trustees

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, October 12, 2015 at 10:00 A.M.

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

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

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 Mattison motioned, seconded by Trustee Keeney to approve the minutes of the Special Meeting of September 21, 2015.

Carried: 5 ayes

COMMITTEE REPORTS

PUBLIC SAFETY – Trustee Kogut and the Board reviewed the September Code Enforcement Officer's report.

ANIMAL CONTROL – Trustee Young – None

PARKS – Mayor Schrecengost advised the Board that it was necessary to replace one of the hard drives in the surveillance system in the park. He also felt that three more cameras should be added to the system. The Board discussed allowing groups or individuals to sponsor new benches in the park as a memorial.

RECREATION – Trustee Keeney – None

HIGHWAY AND EQUIPMENT – Trustee Mattison – None

PLANNING – Trustee Keeney stated that there would be a meeting on October 21, 2015 to review the site plan for the cell tower and for a storage structure.

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SANITATION – Trustee Mattison – None

BUSINESS – Trustee Kogut – None

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. Notice from Time Warner Cable of changes in service
2. Notice from Time Warner Cable of changes in service

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #8 in the amount of \$10,192.31, check #2743 thru #2752, dated September 15-30, 2015; Trust & Agency Abstract #4 in the amount of \$2,258.81, Check #5079 thru #5080, dated September 30, 2015 and Abstract #9 in the amount of \$65,218.68 check #2753 thru #2774, dated October 1-12, 2015.

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

Carried: 5 ayes

AUDIT – Trustee Mattison – None

INSURANCE – Mayor Schrecengost advised that the insurance coverage on the bronze statue in the park had been raised to make sure that it was insured for its current value.

BUILDING – Trustee Young – None

SPECIAL EVENTS – Trustee Keeney and the Board discussed the hours for trick or treating on Halloween.

Trustee Kogut moved, seconded by Trustee Mattison to set the trick or treating hours on Halloween from 6:00 p.m. to 8:00 p.m.

Carried: 5 ayes

The Board discussed the date for the Holiday Dinner.

Trustee Keeney moved, seconded by Trustee Mattison to set the date for the Holiday Dinner as December 2, 2015.

Carried: 5 ayes

The Board discussed the date for the Children's Christmas Party.

Trustee Mattison moved, seconded by Trustee Young to set the date as December 9, 2015 for the Children's Christmas Party.

Carried: 5 ayes

ZONING – Trustee Kogut advised the Board that there would be a Zoning Board meeting on October 19, 2015 regarding the placement of a fence on the property line on Livingston Avenue (cell tower location).

OLD BUSINESS

None

NEW BUSINESS

None

RESOLUTIONS:

Resolution # 23 - 2014-15

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$31,179.46 for the fiscal year 2015-2016 be and hereby is approved.

MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

This Memorandum of Understanding is made October 13, 2015, 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

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about April 1st 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-One Thousand One Hundred Seventy-Nine and 46/100 (\$31,179.46) 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, 2015, 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, 2015, and shall terminate May 31, 2016, 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.

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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

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

Carried: 5 ayes

Resolution #24 – 2014-15

RESOLVED, That the Village Clerk-Treasurer be and she hereby is authorized to forward the unpaid 2015-2016 Village Taxes in the amount of nineteen thousand two hundred twenty dollars and eighty-three cents (\$19,220.83) to the Chautauqua County Division of Taxation for re-levy on the 2016 Town and County property taxes.

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

Carried: 5 ayes

MAYOR’S COMMENTS:

None

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OPPORTUNITY FOR PUBLIC COMMENT:

None

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

Carried: 5 ayes

The meeting was adjourned at 10:49 a.m.

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