

November 14, 2016

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, November 14, 2016 at 6:00 P.M.

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

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO, 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 Regular Meeting of October 11, 2016.

Carried: 4 ayes

COMMITTEE REPORTS

PUBLIC SAFETY – Mayor Schrecengost presented the report from the Code Enforcement Officer. The Code Enforcement Officer has started winter hours – Fridays from 8:00 am to 2:00 pm. The Board discussed the status of 24 E. 10th Street. Attorney Vanstrom advised that the notice had been sent to the attorney.

ANIMAL CONTROL – Trustee Young – none

PARKS – Trustee Young and the Board discussed the bid results for the Improvements to Lucille Ball Memorial Park Phase 1 and the need to rescind the awarding of the bid. They also discussed amending what would be done under Phase 1.

HIGHWAY AND EQUIPMENT – Trustee Mattison and the Board discussed quotes for overhead doors in the new pole building.

Trustee Mattison moved, seconded by Trustee Young to accept the quote from Overhead Door, in the amount of \$7,450.00 for the installation of three insulated overhead doors for the new pole barn.

Carried: 4 ayes

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The Board discussed the hiring of a full-time utility worker.

Trustee Mattison moved, seconded by Trustee Young to hire Michael Zamborik as a full-time utility worker at the rate of \$10.00 per hour effective December 1, 2016.

Carried: 4 ayes

PLANNING – Trustee Keeney – none

SANITATION – Trustee Mattison and the Board discussed purchasing four tires for the garbage truck.

Trustee Mattison moved, seconded by Trustee Keeney to purchase four tires for the garbage truck from Barmore Sellstrom in the amount of \$1,403.96 at state contract price.

Carried: 4 ayes

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. Mayors & Supervisors meeting, November 17th

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #10 in the amount of \$23,242.37, check #3135 thru 3148, dated October 12-31, 2016; Trust & Agency Abstract #5 in the amount of \$1,839.55, check #5125 thru 5127, dated October 31, 2016; and Abstract #11 in the amount of \$107,508.21, check #3149 thru 3166, dated November 1-14, 2016.

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

Carried: 4 ayes

AUDIT – Trustee Mattison – none

INSURANCE – Trustee Young and the Board discussed the renewal of the dental insurance.

Trustee Young moved, seconded by Trustee Keeney to renew the Univera Healthcare dental insurance policy effective January 1, 2017.

Carried: 4 ayes

BUILDING – Trustee Young and the Board reviewed three quotes for a LED sign for the Community Center.

Trustee Mattison moved, seconded by Trustee Keeney to purchase a LED sign for the Community Center from Smart by Design in the amount of \$2,250.00.

Carried: 4 ayes

RECREATION – Trustee Keeney – none

SPECIAL EVENTS – Trustee Keeney and the Board discussed the Children's Christmas Party to be held on December 7, 2016. Jerry Sayer has agreed to be Santa.

Trustee Keeney moved, seconded by Trustee Young to donate \$25 to Santa.

Carried: 4 ayes

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ZONING – none

OLD BUSINESS

None

NEW BUSINESS

None

RESOLUTIONS:

Resolution #31 – 2015-16

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$31,430.87 for the fiscal year 2016-2017 be and hereby is approved.

MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

This Memorandum of Understanding is made November 14, 2016, 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 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 Four Hundred Thirty and 87/100 (\$31,430.87) 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, 2017, 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, 2016, and shall terminate May 31, 2017, 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

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

Carried: 4 ayes

Resolution #32 – 2015-16

WHEREAS, The Village of Celoron advertized for bids for Phase I of the Improvements to Lucille Ball Memorial Park and five bids were received, and

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WHEREAS, Greenman-Pedersen, Inc., the engineering firm hired by the Village of Celoron has recommended that the Village accept the bid of Kingsview Enterprises, Inc., the lowest bidder, and

WHEREAS, on September 26, 2016 at a Special Meeting the Board of Trustees of the Village of Celoron accepted the bid of Kingsview Enterprises, Inc. to perform Phase I of the Improvements to Lucille Ball Memorial Park, and

WHEREAS, after said date, the Village of Celoron learned that there was an error in both the engineering estimate and the bid received from Kingsview Enterprises, Inc.;

now, therefore, be it

RESOLVED, that the Village of Celoron hereby rescinds Resolution #29 – 2015-16 which accepted the bid of Kingsview Enterprises, Inc. in the amount of \$251,170.00.

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

Carried: 4 ayes

OPPORTUNITY FOR PUBLIC COMMENT:

None

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

Carried: 4 ayes

The meeting was adjourned at 6:30 P.M.

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