

October 10, 2017

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 Tuesday, October 10, 2017 at 6:00 P.M.

Members Present: Mayor Schrecengost, Trustees Keeney, Moss, Young and Shanahan

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO and Village Attorney John D. Vanstrom, John Lundquist and two members of the public

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:

Sue Weaver, 170 Lakeside Blvd., representing the Chautauqua Lake Partnership addressed the Board regarding improving the condition of Chautauqua Lake.

Karen Rine, 87 Longview Ave., addressed the Board and asked the Board to support the efforts of the Chautauqua Lake Partnership both monetary, as an advocate and as a SEIS Co-Lead Agency.

Mayor Schrecengost asked what their plans were for disposal of the weeds after they had been sprayed? He advised that once they had been sprayed, they could no longer be used as fertilizer. He asked if the landfill would be able to take them.

Ms. Rine replied that they had not had that many when they did the pilot project in Bemus Point. She further explained that they were looking at new equipment that would perform the tasks more efficiently.

Mayor Schrecengost reiterated that there would be extensive lakeshore clean-up.

Ms. Rine stated that they intended to treat the weeds sooner so there would not be such a large weed mass.

Mayor Schrecengost addressed their request for \$5,000 from the Village and \$15,000 from the Town. He stated that the Village is on a very restricted budget due to the tax cap. He didn't feel that the Village would be able to fund the amount they are requesting.

Ms. Rine acknowledged that Celoron is a small village and stated that they were looking at Celoron as more of a support group. They needed the support of municipalities in order to get the state approvals that they needed. She asked the Village to be a SEIS Co-Lead Agency.

The Board inquired if they had spoken with Chautauqua County about being the Lead Agency as they have the experience and staff to do this.

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Ms. Rine said that Chautauqua County would not take Lead Agency status for the project. She advised that their organization would be contracting with professionals to do the SEIS.

Trustee Shanahan asked if they knew why the County was not willing to take on this project.

Ms. Rine responded that she thought it might be the liability. The Chautauqua Lake Partnership decided to go back to their roots and approach the local municipalities for support.

Ms. Weaver stated that the Town of Ellicott has already passed a resolution supporting their group. She asked for an opportunity for representatives of the Chautauqua Lake Partnership to meet with the Village and discuss their request more in depth either individually or with representatives from the Town of Ellicott also.

Mayor Schrecengost said that he would get back to her regarding a meeting.

APPROVAL OF MINUTES:

Trustee Keeney motioned, seconded by Trustee Young to approve the minutes of the Regular Meeting of September 11, 2017.

Carried: 5 ayes

COMMITTEE REPORTS

PUBLIC SAFETY – Trustee Shanahan and the Board reviewed the report from the Code Enforcement Officer.

ANIMAL CONTROL – Trustee Young – none

PARKS – Trustee Young and the Board discussed the status of the concession stand repairs.

HIGHWAY AND EQUIPMENT – Trustee Moss – none

PLANNING – Trustee Shanahan stated that there would be a Site Plan Review for a boat storage structure on October 23, 2017.

SANITATION – Trustee Moss – none

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. NYCOM correspondence on SALT

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #8 in the amount of \$10,603.46, check #3455 thru 3464, dated September 12-30, 2017; Abstract #9 in the amount of \$51,728.39, check #3465 thru 3478, dated October 1-10, 2017; and Trust & Agency Abstract #4 in the amount of \$11,247.33, Check #5165 thru 5170, dated September 29, 2017.

Trustee Shanahan moved, seconded by Trustee Keeney to approve payment of the abstracts.

Carried: 5 ayes

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AUDIT – Trustee Moss – none

INSURANCE – Trustee Young and the Board reviewed the new rates for health insurance.

Trustee Young moved, seconded by Trustee Shanahan to renew the FlexFit Platinum health insurance plan with Independent Health.

Carried: 5 ayes

BUILDING – Trustee Moss – none

RECREATION – Trustee Keeney – none

SPECIAL EVENTS – Trustee Keeney stated that Trick or Treating hours would be from 6:00 pm to 8:00 pm and the Children's Christmas Party was set for December 6, 2017.

ZONING – Trustee Shanahan and the Board reviewed a request from Chautauqua Lake Auto for the renewal of their Special Use Permit.

Mayor Schrecengost read the following from Section 210-68.F. of the Celoron Village Code: "Existing violations. No special use permit shall be issued for a property where there is an existing violation of this chapter."

Mayor Schrecengost addressed Mr. Lundquist regarding the condition of the property. Specifically the following:

- There are trees and grass growing in between the buildings.
- He observed possums crawling out and around the property.
- The west side of the building is nothing but brush.
- There are weeds all down through the property.
- The stairway appears to be in bad condition and not supported properly.

Mr. Lundquist replied that he went up and down the stairway and did not feel that it was inadequate.

Mayor Schrecengost asked about the area around the south side fence where he used to keep the tires and spare parts.

Mr. Lundquist stated that had all been knocked down now.

Mayor Schrecengost replied that when he looked, it was pretty grown up.

Mr. Lundquist said he had taken care of it.

Mayor Schrecengost advised that the Board had hoped to see the property cleaned up and looking good.

Mr. Lundquist stated that he didn't know there was an issue because the Village did not communicate with him.

Mayor Schrecengost reminded Mr. Lundquist that the last time he appeared to renew his Special Use Permit he had stated he didn't want any restrictions and wanted the opportunity to show the Board that he was going to spruce it up.

Mr. Lundquist advised that he had used \$3,000 to pay for attorney fees and didn't have the funds to fix up the property.

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Mayor Schrecengost asked about the roof on the east side. It doesn't look nice. He was hoping to have seen some paint being placed on the building to improve the appearance.

Mr. Lundquist re-stated his expense for attorney fees.

Trustee Young commented on the lack of order in the placement of the cars.

Mr. Lundquist responded that he felt they were in a row.

Trustee Young stated that more than one person had asked her if it was a junk yard because it does not look as though it would attract buyers. One of the vehicles had the window down all summer long.

Trustee Shanahan said that a couple of years ago Mr. Lundquist had been told to make some improvements. He asked if in the past two year had his funds been replenished so that he would be able make the requested improvements. He asked Mr. Lundquist what he was planning to do.

The only comment Mr. Lundquist had was that as funds became available, he would do what he could to make it look nicer.

Trustee Young stated that their agreement had been that he would get it done. It is Mr. Lundquist's responsibility to find the funds, not the Board's.

Mr. Lundquist stated that he could not make the improvements.

Trustee Young asked if the property was for sale.

Mr. Lundquist replied that it had been for sale since he bought the place fourteen years ago. He acknowledged that he has put up a for sale sign.

Mayor Schrecengost read from the minutes of the Public Hearing held on September 14, 2015 in which Trustee Kogut reminded Mr. Lundquist that in 2013 he said he would spruce up his property and he didn't do it. In 2015 Mr. Lundquist again made the same statement and nothing was done. It appears to be continuous. He questioned the trees on the west side.

Mr. Lundquist stated that he had taken them down.

Mayor Schrecengost asked for confirmation from Mr. Lundquist that the trees had been removed.

Mr. Lundquist responded that he had personally taken down the trees. What remained was poison ivy growing.

Mayor Schrecengost asked if anyone else had looked at the property recently.

Trustee Moss stated he had been over there a couple of days ago and it looked like there were trees there.

Mr. Lundquist stated that the Code Enforcement Officer had stopped over.

Mayor Schrecengost replied that he had asked him to stop over and the Code Enforcement Officer had notified him of conditions that needed to be remedied.

Mr. Lundquist said that he had fixed the things noted.

Mayor Schrecengost asked about the fence next to the building on the corner. He stated that was full of high grass and burdocks.

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Mr. Lundquist stated that he had taken care of that two weeks ago.

Mayor Schrecengost responded that some of that must have grown up pretty quick then.

Mr. Lundquist replied, pretty quick, yeah.

Trustee Young asked Mr. Lundquist when was the last time he sold a car.

Mr. Lundquist advised today.

Mayor Schrecengost expressed concerns over the lack of property maintenance, the two possums and neighbors have complained about a skunk living on the property.

Mr. Lundquist stated that he was not aware of the possums.

Mayor Schrecengost stated that they would have to schedule a meeting in a couple of weeks and he will have the Code Enforcement Officer check to be sure that there are no code violations.

Trustee Shanahan stated that the Site Plan requirements should be adhered to and the Board needs to be sure that there are no code violations.

The Board will hold a special meeting on October 23, 2017 at 6:00 p.m. in the Community Center to consider the request.

OLD BUSINESS

None

NEW BUSINESS

None

RESOLUTIONS:

Resolution #40 – 2016-17

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$32,182.20 for the fiscal year 2017-2018 be and hereby is approved.

MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

This Memorandum of Understanding is made October 12, 2017, by and between the following parties:

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

October 10, 2017

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-two Thousand One Hundred Eighty-Two and 20/100 (\$32,182.20) 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, 2017, and shall terminate May 31, 2018, provided either party may terminate this Memorandum upon at least thirty (30) days

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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:

Celoron Hose Company:

By: _____
Mayor

By: _____
President

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

Carried: 5 ayes

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Resolution #41 – 2016-17

RESOLVED, That the Village Clerk-Treasurer be and she hereby is authorized to forward the unpaid 2017-2018 Village Taxes in the amount of fifteen thousand sixty-seven dollars and eight cents (\$15,067.08) to the Chautauqua County Division of Taxation for re-levy on the 2018 Town and County property taxes.

Trustee Shanahan moved, seconded by Trustee Moss to approve the resolution.

Carried: 5 ayes

MAYOR'S COMMENTS:

Mayor Schrecengost asked the Board members to review the conditions for Chautauqua Lake Auto and let him know if there should be any additions.

OPPORTUNITY FOR PUBLIC COMMENT:

None

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

Carried: 5 ayes

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

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