

October 9, 2018

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 Tuesday, October 9, 2018 at 6:00 P.M.

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

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO, Highway Supervisor Terry Schrecengost and four 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:**

Mayor Schrecengost advised that there will be a special meeting of the Board of Trustees on Monday, October 22, 2018 at 6:00 p.m. to discuss the awarding of and take possible action on a contract for the engineering and architectural services for the construction of the new amenities building and to consider other Village business.

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

**APPROVAL OF MINUTES:**

Trustee Keeney motioned, seconded by Trustee Moss to approve the minutes of the Special Meeting of September 24, 2018.

Carried: 3 ayes; 1 abstain, Trustee Shanahan

**COMMITTEE REPORTS**

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

ANIMAL CONTROL – none

PARKS – Mayor Schrecengost stated that three proposals had been received for the amenities building.

HIGHWAY AND EQUIPMENT – Trustee Moss advised that the highway department would be paving this week. The Board reviewed a request from the YMCA to hold a 5K memorial running race in honor of Amy King in the Village of Celoron on November 24, 2018 at 11:00 a.m.

Trustee Keeney moved, seconded by Trustee Shanahan to approve the request of the YMCA to hold a 5K memorial running race in honor of Amy King in the Village of Celoron on November 24, 2018 at

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11:00 a.m. subject to the receipt of a Certificate of Insurance naming the Village of Celoron as an additional insured.

Carried: 4 ayes

PLANNING – Trustee Shanahan advised that the Planning Board will be meeting to review Site Plans for Celoron Shores Apartments and Store-N-Lock, Inc. on October 22, 2018.

SANITATION – Trustee Moss – none

CORRESPONDENCE – Clerk Sanfilippo reported that the Mayors and Supervisors will be meeting on October 18, 2018.

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #9 in the amount of \$64,788.11, check #3826 thru #3846 and #915 thru #918, dated October 1-9, 2018.

Trustee Shanahan moved, seconded by Trustee Moss to approve payment of the abstract.

Carried: 4 ayes

AUDIT – Trustee Moss – none

INSURANCE – none

BUILDING – Trustee Moss – none

RECREATION – Trustee Keeney – none

SPECIAL EVENTS – Trustee Keeney – none

ZONING – The Zoning Board of Appeals would be meeting on October 15, 2018 to act on petitions from Donald Ellis and Gregory Wassman to have two storage structures on their properties and the Chautauqua Watershed Conservancy to utilize two lots on Houston Avenue as a publicly accessible nature preserve on their property located on Houston Avenue.

### **OLD BUSINESS**

None

### **NEW BUSINESS**

None

### **RESOLUTIONS:**

#### **Resolution #48 – 2017-18**

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 2018-2019 be and hereby is approved.

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## MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

**This Memorandum of Understanding** is made October 11, 2018, 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-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, 2018, 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, 2018, and shall terminate May 31, 2019, 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.

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

Carried: 4 ayes

**Resolution #49 – 2017-18**

RESOLVED, That the Village Clerk-Treasurer be and she hereby is authorized to forward the unpaid 2018-2019 Village Taxes in the amount of sixteen thousand eight hundred dollars and thirty-nine cents (\$16,800.39) to the Chautauqua County Division of Taxation for re-levy on the 2019 Town and County property taxes.

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

Carried: 4 ayes

**LOCAL LAW TO BE PRESENTED:**

Local Law No. 2 of 2018

A Local Law amending Chapter 210-6. Definitions, and Chapter 210-8. Zoning Map, of the Code of the Village of Celoron, New York.

Trustee Keeney moved, seconded by Trustee Shanahan to table the local law until the next meeting; refer it to the Planning Board; and set a Public Hearing on the local law for 5:45 pm on Tuesday, November 13, 2018.

Carried: 4 ayes

**MAYOR’S COMMENTS:**

None

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**OPPORTUNITY FOR PUBLIC COMMENT:**

Annette Johnson, 61 W. Duquesne Avenue, stated that she was opposed to fireworks in the Village.

Mayor Schrecengost explained that fireworks are regulated by New York State. They applied for and received the required permit.

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

Carried: 4 ayes

The meeting was adjourned at 6:21 p.m.

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