

October 15, 2019

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 Tuesday, October 15, 2019 at 6:00 P.M.

Members Present: Mayor Schrecengost, Trustees Burnett, Keeney, Mattison and Moss

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO Highway Superintendent Terry Schrecengost, Village Attorney John D. Vanstrom and one member 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 stated that he had received numerous compliments on the paving that the Highway Department had done.

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

**APPROVAL OF MINUTES:**

Trustee Keeney motioned, seconded by Trustee Burnett to approve the minutes of the Regular Meeting of September 9, 2019.

Carried: 5 ayes

**COMMITTEE REPORTS**

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

ANIMAL CONTROL – Trustee Burnett – none

PARKS – Trustee Burnett and the Board reviewed a proposal to update the camera equipment for the existing system in Lucille Ball Memorial Park.

Trustee Burnett moved, seconded by Trustee Moss to approve the purchase of updated equipment for the camera system in Lucille Ball Memorial Park from FSC Systems, LLC in the amount of \$2,552.81.

Carried: 5 ayes

HIGHWAY AND EQUIPMENT – Trustee Moss – none

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PLANNING – Trustee Burnett – none

SANITATION – Trustee Moss and the Board reviewed a request from Ronald Cummings for garbage collection services at 261 Jackson Avenue.

Trustee Moss moved, seconded by Trustee Mattison to authorize an agreement with Ronald Cummings for garbage collection services at 261 Jackson Avenue.

Carried: 5 ayes

CORRESPONDENCE – Clerk Sanfilippo advised that the retirement system estimate for this year has been received and the Mayors and Supervisors will be meeting on October 24, 2019.

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #8 in the amount of \$17,996.63, check # 4403 thru #4417, dated September 10-30, 2019; Trust & Agency Abstract #4 in the amount of \$2,105.11, check #5235 thru #5236, dated September 24, 2019; and Abstract #9 in the amount of \$140,576.74 check #4418 thru \$4442, dated October 1-15, 2019.

Trustee Moss moved, seconded by Trustee Burnett to approve payment of the abstracts.

Carried: 5 ayes

AUDIT – Trustee Moss – none

INSURANCE – Trustee Mattison discussed changing insurance brokers and the renewal date for health insurance.

BUILDING – Trustee Moss – none

RECREATION – Trustee Keeney – none

SPECIAL EVENTS – Trustee Keeney reminded the Board of the hours for Trick or Treating.

ZONING – Trustee Mattison – none

### **OLD BUSINESS**

None

### **NEW BUSINESS**

None

### **RESOLUTIONS:**

#### **Resolution #37 – 2018-19**

**RESOLVED**, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$31,744.64 for the fiscal year 2019-2020 be and hereby is approved.

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## MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

**This Memorandum of Understanding** is made October 17, 2019, 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-one Thousand Seven Hundred Forty-Four and 64/100 (\$31,744.64) 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, 2019, 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, 2019, and shall terminate May 31, 2020, 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

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

Carried: 5 ayes

**Resolution #38 – 2018-19**

RESOLVED, That the Village Clerk-Treasurer be and she hereby is authorized to forward the unpaid 2019-2020 Village Taxes in the amount of seventeen thousand one hundred forty-five dollars and forty-six cents (\$17,145.46) to the Chautauqua County Division of Taxation for re-levy on the 2020 Town and County property taxes.

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

Carried: 5 ayes

**Resolution #39 – 2018-19**

RESOLVED, That the following positions and pay scales be and hereby are adopted for the Village of Celoron:

<u>Position</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>
Laborer – Summer Temporary	Minimum Wage		
Utility worker	\$12.50/hour	\$13.00/hour	\$13.50/hour
Motor Equipment Operator	\$13.50/hour	\$14.00/hour	\$14.50/hour
Clerk II	\$13.00/hour	\$13.50/hour	\$14.00/hour

Utility worker, Motor Equipment Operator and Clerk II shall, after one year of employment, have a yearly evaluation for any future salary increases.

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

Carried: 5 ayes

**LOCAL LAW TO BE PRESENTED:**

Local Law No. 3 of 2019

**A Local Law amending Chapter 139, Peace and Good Order,  
of the Code of the Village of Celoron, New York.**

BE IT ENACTED by the Village Board of the Village of Celoron, New York, pursuant to the authority and provisions of §10 of the Municipal Home Rule Law and §7-725a of the New York State Village Law, as follows:

1. **Intent.** Amend Chapter 139, Peace and Good Order, of the Code of the Village of Celoron to add thereto noise; public assemblies and parades; and disorderly conduct provisions.
2. **Amendment.** Section 139-5., Penalties for offenses, of the Code of the Village of Celoron be and hereby is renumbered as Section 139-8.
3. **Amendment.** Chapter 139, Peace and Good Order, of the Code of the Village of Celoron be and hereby is amended to add the following:

**§139.5 Noise.**

- A. Declaration of policy. It is hereby declared to be the public policy of the Village to reduce the ambient noise level in the Village, so as to preserve, protect and promote the public health, safety and welfare and the peace and quiet of the inhabitants of the Village, prevent injury to human, plant and animal life and property, foster the convenience and comfort of its inhabitants and facilitate the enjoyment of the natural attractions of the Village. It is the public policy of the Village that every person is entitled to ambient noise levels that are not detrimental to life, health and enjoyment of his or her property. It is hereby declared that the making, creation or maintenance of excessive or unreasonable noises within the Village affects and is a menace to the public health, comfort, convenience, safety, welfare and the prosperity of the people of the Village. The provisions and prohibitions hereinafter contained and enacted are for the above-mentioned purpose.
- B. Interpretation. This chapter shall be liberally construed so as to effectuate the purposes described in this chapter. Nothing herein shall abridge the powers and responsibilities of any police department, law enforcement agency or code enforcement department to enforce the provisions of this chapter. Nothing herein shall be construed to abridge the powers of any health department, code enforcement department or the right of such department to engage in any necessary or proper activities.
- C. It shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary, unreasonable or unusual noise, or to permit any other to do so, which disturbs the peace or quiet within the geographical boundaries of the Village of Celoron, or which causes discomfort or annoyance to any reasonable person of normal sensitiveness. For the purposes of this chapter, it shall be presumed that the owner, tenant, person or persons in possession or control, and the occupants of the particular premises, are, jointly or severally, permitting such noise.
- D. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this chapter, but such enumeration shall not be deemed to be exclusive:

- (1) It shall be unlawful for any person operating a motor vehicle, motorcycle or omnibus, as they are defined in the Vehicle and Traffic Law of the State of New York, to use a horn or other device for signaling except in a reasonable manner as a danger warning, and it shall be unlawful for any person having the management and control of any motor vehicle, motorcycle or omnibus to produce or cause, suffer or allow to be produced by means of such horn or other signaling device a sound which shall be unreasonable or unnecessarily loud or harsh or shall continue for an unnecessary and unreasonable period of time.
- (2) No person shall use or operate or cause to be used or operated, in front of or outside any building, place or premises, or in or through any window, doorway or opening of such building, place or premises, or upon any public street or place or on any vehicle thereon, any device or apparatus for the amplification of sounds from any radio or other sound-making or sound reproducing device without permission from the Village Board of Trustees.
- (3) The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the persons who are voluntary listeners thereto. The operation of any of the above in such a manner as to be plainly audible at a distance of 25 feet from the building, structure, property or room in which it is located shall be prima facie evidence of a violation of this subsection.
- (4) Yelling, shouting, hooting, whistling or singing or the uttering of obscenities upon the public streets so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.
- (5) No animal or bird owner shall permit any animal to cause annoyance, alarm or noise disturbance for more than 15 minutes at any time of the day or night by repeated barking, whining, screeching, howling, braying or other like sounds which can be heard beyond the boundary of the owner's property.
- (6) No person shall cause or permit the operation of any device, vehicle, construction equipment or lawn maintenance equipment, including but not limited to any diesel engine, internal combustion engine or turbine engine without a properly functioning muffler in good working order and in constant operation regardless of sound level produced.
- (7) The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening, closing or other handling of boxes, crates, containers, building materials or other similar objects.
- (8) Any activity necessary or incidental to the erection (including excavating), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. weekdays and Saturdays, except in the case of urgent necessity in the interest of public health and safety, and then only with a permit from the Code Enforcement Officer, which permit may be granted for a period not

to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the Code Enforcement Officer should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m. upon application being made at the time the permit for the work is awarded or during the progress of the work.

- (9) Subject to the limitations enumerated below, no person, while on public or private grounds on or adjacent to a school, hospital, court or place of worship, shall willfully make or assist in the making of any noise or diversion which disrupts or tends to disturb the peace or good order of the activities within:
  - (a) Schools: while any class thereof or other instruction is in session.
  - (b) Hospitals or similar institutions: at all times.
  - (c) Courts: during the hours of the court or while otherwise in session.
  - (d) Places of worship: during the hours of worship or while otherwise conducting religious services.
- (10) The shouting and crying of peddlers, hawkers and vendors which disturb the peace and quiet of the neighborhood.
- (11) The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale.
- (12) The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, pneumatic hammer, derrick, steam or electric hoist or other such appliance, the use of which is attended by loud or unusual noise.
- (13) Motor vehicles:
  - (a) The playing of any radio, music player or audio system in a motor vehicle at such volume as to disturb the quiet, comfort or repose of other persons or at a volume which is plainly audible to persons other than the occupants of such vehicle the operation of any of the above in such a manner as to be plainly audible at a distance of 10 feet from the vehicle at which it is located shall be prima facie evidence of a violation of this subsection.
  - (b) No person shall operate a vehicle in such a manner as to cause unreasonable noise by spinning or squealing the tires of such vehicle, or by causing the engine to rev producing excessive motor roar.
  - (c) No person shall allow noise from an automobile alarm in excess of five minutes after it has activated.
  - (d) The repair, rebuilding or testing of any motor vehicle, excepting emergency repairs, where the standards for determination so dictate or in such a manner that a reasonable person of normal sensitiveness in the area is caused discomfort or annoyance.



- (14) The operation of lawn mowers, lawn tractors, trimmers, leaf blowers and other lawn care power machines between the hour of 9:00 p.m. and 7:00 a.m. Monday through Friday and between the hours of 9:00 p.m. and 8:00 a.m. on Saturdays, Sundays and legal holidays.

- E. The provisions of this chapter shall not apply to noise generated by municipality-sponsored concerts or permitted special events, as well as noise generated by events held at or within the confines of stadiums, arenas or fields designed specifically and primarily for sporting events and which are open to the public.

**§139.6 Public assemblies and parades**

The gathering and assembling of persons in a public place in such a manner as to disturb the peace is hereby declared to be unlawful, and the police force is hereby directed to disperse all such gatherings, loitering, assemblages, groups, mobs and similar congregations of people. In the event of such persons refusing to disperse, the police are hereby authorized to make the summary arrests of such persons. No public meetings within or parade through the highways of the Village shall be permitted except upon the written authorization of the Village Board of Trustees.

**§139.7 Disorderly conduct.**

- A. A person is guilty of disorderly conduct when, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof:

- or
- (1) Such person engages in fighting or in violent, tumultuous or threatening behavior;
- or
- (2) Such person makes unreasonable noise; or
- (3) In a public place, such person uses abusive or obscene language, or makes an obscene gesture; or
- (4) Without lawful authority, such person disturbs any lawful assembly or meeting of persons; or
- (5) Such person obstructs vehicular or pedestrian traffic; or
- (6) Such person congregates with other persons in a public place and refuses to comply with a lawful order of the police to disperse; or
- (7) Such person creates a hazardous or physically offensive condition by any act which serves no legitimate purpose.
- (8) Such person is found to be in violation of any lawfully posted rules and/or regulations on public property.

- B. Disorderly conduct is a violation and, upon conviction thereof, shall be punishable as provided in this chapter.

- 4. **Conflicting Statutes.** All local laws or ordinances or parts of local laws or ordinances in conflict herewith are hereby repealed.

- 5. **Severability.** Should any clause, sentence, paragraph, subdivision, section or other part of this local law be adjudicated by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof, but shall be confined

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in its operation to the clause, sentence, paragraph, subdivision, section or other part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and to this end, the provisions of each section of this local law are hereby declared to be severable.

6. **Effective Date.** This local law shall become effective immediately upon filing with the New York State Secretary of State.

Trustee Mattison moved, seconded by Trustee Moss to approve the Local Law.

Carried: 5 ayes

**MAYOR'S COMMENTS:**

Mayor Schrecengost and the Board discussed the issue of standing water on the property recently demolished by the Chautauqua County Land Bank on Jackson Avenue.

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

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

Carried: 5 ayes

The meeting was adjourned at 6:25 p.m.

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