

September 14, 2020

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, September 14, 2020 at 6:00 P.M.

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

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

Mayor Schrecengost called the meeting to order, asked the Clerk to call the roll and led the Pledge of Allegiance.

MAYOR'S COMMENTS:

None

MAYOR'S APPOINTMENT:

Mayor's Office
To the Board of Trustees of the Village of Celoron, New York

Trustees:

In pursuance of the authority vested in me, I do hereby appoint the following to standing committees in and for the Village of Celoron, New York:

Recreation	Trustee Burley
Special Events	Trustee Burley

The term for which said appointments are to be made will expire on December 7, 2020.

Dated: September 14, 2020

Scott D. Schrecengost
Mayor of the Village of Celoron, New York

Mayor's Office
To the Board of Trustees of the Village of Celoron, New York

Trustees:

In pursuance of the authority vested in me by the Village Law of the State of New York, I do hereby nominate:

Sheryl A. Brightman
329 Howard Ave. Apt. 8
Jamestown, NY 14701

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to be appointed Deputy Village Clerk in and for the Village of Celoron, New York.

The term for which said appointment is to be made will commence on October 1, 2020 and expire on December 6, 2021.

Dated: September 14, 2020

Scott D. Schrecengost
Mayor of the Village of Celoron, New York

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

Carried: 5 ayes

OPPORTUNITY FOR PUBLIC COMMENT:

None

APPROVAL OF MINUTES:

Trustee Moss motioned, seconded by Trustee Burnett to approve the minutes of the Regular Meeting of August 10, 2020.

Carried: 5 ayes

COMMITTEE REPORTS

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

ANIMAL CONTROL – Trustee Burnett – none

PARKS – Trustee Burnett and the Board reviewed a request from Christina B. Jones for permission to install a sign in the garden nearest to the pavilion designating it as a "Butterfly Garden".

Trustee Mattison moved, seconded by Trustee Burnett to allow the placement of an approximately 10"x18" sign designating a Butterfly Garden in the garden nearest to the pavilion in Lucille Ball Memorial Park.

Carried: 5 ayes

HIGHWAY AND EQUIPMENT – Trustee Moss and the Board discussed designating October 17, 2020 from 9 am to 3 pm as Fall Clean-up Day.

Trustee Burley moved, seconded by Trustee Moss to designate October 17, 2020 from 9 am to 3 pm as Fall Clean-up Day.

Carried: 5 ayes

The Board discussed hiring a part-time person to clean the new bathrooms.

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Trustee Burnett moved, seconded by Trustee Mattison to hire David G. Killock as a part-time temporary as needed laborer at a rate of \$11.80 per hour.

Carried: 5 ayes

The Board reviewed quotes to remove a total of six trees and/or stumps.

Trustee Mattison moved, seconded by Trustee Burnett to authorize an agreement to remove a total of six trees and/or stumps at a cost not to exceed \$3,580.00.

Carried: 5 ayes

PLANNING – Trustee Burnett – none

SANITATION – Trustee Moss – none

CORRESPONDENCE – Clerk – none

FINANCE – Entire Board/Clerk

Clerk-Treasurer Sanfilippo asked for approval of Abstract #6 in the amount of \$10,767.05, check #4749 thru #4763, dated August 11-31, 2020; Trust & Agency Abstract #3 in the amount of \$2,012.48, Check #5263-5264, dated August 24, 2020; and Abstract #7 in the amount of \$49,742.45, check #4764 thru 4779, dated September 1-14, 2020.

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

Carried: 5 ayes

AUDIT – Trustee Moss – none

INSURANCE – Trustee Mattison – none

BUILDING – Trustee Moss – none

RECREATION – Trustee Burley - none

SPECIAL EVENTS – Trustee Burley - none

ZONING – Trustee Mattison and the Board reviewed a Special Use Permit Request for Chautauqua Lake Auto. Mayor Schreengost advised that there is another court date on Wednesday for the property.

Trustee Mattison moved, seconded by Trustee Moss to schedule a public hearing on the Special Use Request from Chautauqua Lake Auto for Tuesday, October 13, 202 at 5:45 p.m.

Carried: 5 ayes

OLD BUSINESS

None

NEW BUSINESS

The Board reviewed two quotes to replace the Lucille Ball Memorial Park sign.

Trustee Mattison moved, seconded by Trustee Moss to accept the Option A quote from Chautauqua Sign Co., Inc. in the amount of \$775.00, this being the lower of two quotes received.

Carried: 5 ayes

RESOLUTIONS:

Resolution #28 - 2020-21

WHEREAS, the Village of Celoron requested financial assistance from USDA Rural Development for the construction of a new amenities; and

WHEREAS, the Village of Celoron contracted with G. L. Olson, Dewittville, New York to construct the new amenities building; and

WHEREAS, the Village of Celoron has reviewed the amenities building and found it to be complete and meet the Village's specifications;

now therefore be it

RESOLVED, That the Mayor be and he hereby is authorized to pay the final invoice to G. L. Olson.

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

Carried: 5 ayes

Resolution #29 – 2019-20

WHEREAS, New York State has revised, effective August 1, 2020, the *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*;

Now therefore be it

RESOLVED, That the revised *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, be and hereby is adopted for use by all officers in legally disposing of valueless records listed therein;

and be it further

RESOLVED, That in accordance with Article 57-A only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, after they have met the minimum retention periods described therein and only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods;

and be it further

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RESOLVED, That, effective August 1, 2020, the *Retention and Disposition Schedule for New York Local Government Records (LGS-1)* be and hereby is designated as the official listing of records held by the Village of Celoron, New York.

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

Carried: 5 ayes

Resolution # 30 - 2019-20

WHEREAS, the Village of Celoron entered into an agreement with Lake Shore Paving, Inc. for the reconstruction of the parking lot in Lucille Ball Memorial Park and repaving of Dunham Avenue between Boulevard Avenue and the dead end; and

WHEREAS, the Covid-19 pandemic resulted in a delay to the commencement of construction due to a possible delay in coordination of material delivery; a fence designated to be re-located and re-used was found to be structurally unsound and there was a need to increase the turning radius from Lindsey Place to Dunham Avenue;

now, therefore, be it,

RESOLVED, That the following Change Order to the contract with Lake Shore Paving, Inc. for the reconstruction of the parking lot in Lucille Ball Memorial Park and repaving of Dunham Avenue between Boulevard Avenue and the dead end be approved subject to USDA Rural Development concurrence:

Change Order Number 1:

- Revise Date of Completion to October 31, 2020.
- Remove a fence located along Dunham Avenue south of Lindsey Place designated to be re-located and re-used due to lack of structural integrity.

Remove two small islands and parking along the easterly side of Dunham Avenue north of the intersection of Lindsey

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

Carried: 5 ayes

Resolution #31 – 2019-20

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$32,943.30 for the fiscal year 2020-2021 be and hereby is approved.

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

Carried: 5 ayes

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MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

This Memorandum of Understanding is made September , 2020, 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-Two Thousand Nine Hundred Forty-Three and 30/100 (\$32,943.30) 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, 2020, 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, 2020, and shall terminate May 31, 2021, 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: _____
Vice-President

MAYOR’S COMMENTS:

Mayor Schrecengost commented that construction on the parking lot has started.

OPPORTUNITY FOR PUBLIC COMMENT:

None

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

Carried: 5 ayes

The meeting was adjourned at 6:38 p.m.

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