

September 13, 2021

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 Monday September 13, 2021 at 6:00 P.M.

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

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC/CMFO, Village Attorney John D. Vanstrom, Highway Superintendent Terry W. Schrecengost and 2 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:**

Timothy Johnson, 41 Metcalf Avenue, addressed the Board regarding the clearing of land on a parcel adjacent to his property.

Mayor Schrecengost stated that he will have the Code Enforcement Officer review the site plan for the parcel.

**APPROVAL OF MINUTES:**

Trustee Berland motioned, seconded by Trustee Moss to approve the minutes of the Regular Meeting of August 9, 2021.

Carried: 5 ayes

**COMMITTEE REPORTS**

PUBLIC SAFETY – The Board reviewed the Code Enforcement Officer's report for August.

ANIMAL CONTROL – Trustee Burnett – none

PARKS – Trustee Burnett and the Board reviewed the application of Shavonne Mealy to clean the park restrooms.

Trustee Moss moved, seconded by Trustee Burnett to hire Shavonne Mealy to clean the park restrooms at the minimum wage rate of \$12.50 per hour.

Carried: 5 ayes

HIGHWAY AND EQUIPMENT – Trustee Moss and the Board discussed Fall Clean-up.

Trustee Burnett moved, seconded by Trustee Berlund to hold Fall Clean-up on Saturday, October 16, 2021 from 9:00 a.m. to 3:00 p.m. at the Highway Garage.

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 \$30,725.16, check #5231 thru #5246, dated August 10-31, 2021; Trust & Agency Abstract #3 in the amount of \$7,682.74, check #5319-5322, dated August 31, 2021; and Abstract #7 in the amount of \$9,116.14, check #5247 thru 5266, dated September 1-13, 2021.

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

Carried: 5 ayes

AUDIT – Trustee Moss – none

INSURANCE – Trustee Berlund – none

BUILDING – Trustee Moss and the Board discussed setting winter hours for Village Hall.

Trustee Burnett moved, seconded by Trustee Moss to set winter hours for Village Hall from 9:00 a.m. to 4:00 p.m. starting October 4, 2021 and ending April 1, 2022.

Carried: 5 ayes

RECREATION – Trustee Burley – none

SPECIAL EVENTS – Trustee Burley and the Board discussed a Christmas Party for children. Trustee Burley will come back to the Board with some suggestions

ZONING – Trustee Berlund advised that there will be a Zoning Board meeting on September 20, 2021 regarding a petition to install an over-size shed on 23 Swan Street.

### **OLD BUSINESS**

None

### **NEW BUSINESS**

None

**RESOLUTIONS:**

**Resolution #29 – 2020-21**

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$34,472.64 for the fiscal year 2021-2022 be and hereby is approved.

**MEMORANDUM OF UNDERSTANDING**  
For Fire Protection Services

**This Memorandum of Understanding** is made September , 2021, 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-Four Thousand Four Hundred Seventy-Two and 64/100 (\$34,472.64) 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, 2021, 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, 2021, and shall terminate May 31, 2022, 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.

September 13, 2021

**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 Moss moved, seconded by Trustee Berlund to approve the resolution.

Carried: 5 ayes

**Local Law to be presented:**

**Local Law No. 2 of 2021**

**Village of Celoron, County of Chautauqua**

**A local law adopted pursuant to Cannabis Law Section 131  
opting out of licensing and establishing retail cannabis  
dispensaries and/or on-site cannabis consumption  
establishments within the Village of Celoron.**

**Section 1. Legislative Intent**

It is the intent of this local law to opt the Village of Celoron out of hosting retail cannabis dispensaries and/or on-site cannabis consumption establishments within its boundaries.

**Section 2. Authority**

This local law is adopted pursuant to Cannabis Law § 131, which expressly authorizes cities and villages to opt-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments to locate and operate within their boundaries.

**Section 3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out**

The Board of Trustees of the Village of Celoron, County of Chautauqua, hereby opts-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments from locating and operating within the boundaries of the Village of Celoron.

**Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date**

This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law § 131, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

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

Carried: 5 ayes

**MAYOR'S COMMENTS:**

Mayor Schrecengost advised that he is still working with the insurance company on the fire losses at the highway garage. He is getting quotes for a new building. He advised that the Village may want to look at hiring a fire adjuster. He asked the Village Attorney to research whether we need to go out to bid for a replacement building or if this constituted an emergency situation.

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

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

Carried: 5 ayes

The meeting was adjourned at 6:40 p.m.

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