Board of Trustees --- Proceedings by Authority

State of New York

Village of Celoron ss:

Community Center

A regular meeting of the Board of Trustees of the Village of Celoron, New York was held on Monday, September 12, 2022 at 6:00 P.M.

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

Others Present: Deputy Clerk Sheryl A. Brightman, Village Attorney John D. Vanstrom and one member of the public

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

**MAYOR’S COMMENTS:**

Mayor Schrecengost stated that he had spoken with Kristofor Sellstrom from the BPU regarding EV Chargers for electric boats. The BPU is working with Aqua Superpower regarding the placement of chargers at three locations; Mayville, Long Point and Celoron in anticipation of electric boats. He stated that if the Board was interested in pursuing this, a meeting could be set up. He advised the BPU that we already have a conduit that could be used for the electrical service and an opening in the railing to accommodate the installation of a new dock at the location of the former Summer Wind. There would be zero cost to the Village and Aqua Superpower would cover all the costs and be responsible for the EV chargers. There also could be some revenue for the Village. Mayor Schrecengost advised he would contact the BPU to set up a future meeting.

**OPPORTUNITY FOR PUBLIC COMMENT:**

None

**APPROVAL OF MINUTES:**

Trustee Burley motioned, seconded by Trustee Burnett to approve the minutes of the Public Hearing and Regular Meeting of August 8, 2022.

Carried: 4 ayes

**COMMITTEE REPORTS**

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

ANIMAL CONTROL – Trustee Burnett and the Board reviewed the contract proposal from the Chautauqua County Humane Society. No action was taken pending information being received from the Pick of the Litter.

PARKS – Trustee Burnett – none

HIGHWAY AND EQUIPMENT – Trustee Moss advised that no information was available on the purchase of a new truck.

Trustee Moss and the Board reviewed proposals for Geotechnical Engineering Services for the new highway garage.

Trustee Moss moved, seconded by Trustee Burnett to accept the proposal from Terracon for Geotechnical Engineering Services for the new highway garage in the amount of $4,750.00, this being the lowest proposal received.

Carried: 4 ayes

Trustee Moss and the Board reviewed proposals for land survey services for the new highway garage.

Trustee Burley moved, seconded by Trustee Burnett to accept the proposal from Frandina Engineering and Land Surveying, PC for land survey services for the new highway garage in the amount of $3,650.00, this being the lowest proposal received.

Carried: 4 ayes

Trustee Moss and the Board discussed Fall Clean-Up

Trustee Burnett moved, seconded by Trustee Moss to set Fall Clean-up for October 15, 2022 from 9:00 am to 3:00 pm.

Carried: 4 ayes

The Board reviewed the street paving list.

The Board discussed filling a part-time laborer position in the Highway Department.

Trustee Moss moved, seconded by Trustee Burley to hire Bryan E. Holsinger as a part-time permanent laborer at the rate of $15.00 per hour effective August 29, 2022, subject to satisfactory completion of the probationary period.

Carried: 4 ayes

PLANNING – Trustee Burnett – none

SANITATION – Trustee Moss – none

CORRESPONDENCE – Mayor Schrecengost reviewed an estimate from the NYS Retirement System.

FINANCE – Entire Board/Clerk Approval of Abstract #6 in the amount of $22,538.60, check #5605 thru 5616, dated August 9-31, 2022; Trust & Agency Abstract #3 in the amount of $1,900.22, check #5349 thru 5350, dated August 30, 2022 and Abstract #7 in the amount of $60,626.33 check #5617 thru 5630, dated September 1-12, 2022.

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

Carried: 4 ayes

AUDIT – Trustee Moss – none

INSURANCE – Trustee - none

BUILDING – Trustee Moss – none

RECREATION – Trustee Burley – none

SPECIAL EVENTS – Trustee Burley requested to reserve the Community Center for December 3rd for a Christmas celebration. The Deputy Clerk will check the calendar. (Due to a scheduling conflict the date was changed to December 10th)

ZONING – Trustee – none

**OLD BUSINESS**

None

**NEW BUSINESS**

None

**RESOLUTIONS:**

**Resolution #32 – 2021-22**

RESOLVED, That the attached Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of $35,187.18 for the fiscal year 2022-2023 be and hereby is approved.

**Memorandum of Understanding**

For Fire Protection Services

**This Memorandum of Understanding** is made September , 2022, 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-Five Thousand One Hundred Eighty-Seven and 18/100 ($35,187.18) 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, 2022, 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, 2022, and shall terminate May 31, 2023, 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.

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor President

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

Carried: 4 ayes

**Resolution #33 – 2021-22**

Resolved, That the Mayor be and he hereby is authorized to complete the Chautauqua County Offer form for the acquisition of the following parcels:

Address SBL Amount

Boulevard Ave. 369.15-1-9 $844.37

49 Boulevard Ave. 369.15-1-8 $7,746.39

51 Boulevard Ave. 369.15-1-7 $8,282.57

Conewango Ave. 369.15-1-22 $639.74

Conewango Ave. 369.15-1-23 $686.93

Conewango Ave. 369.15-1-24 $1,256.93

TOTAL $19,456.93

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

Carried: 4 ayes

**Resolution #34 – 2021-22**

RESOLVED, That the Clerk Treasurer be and she hereby is authorized to make the following amendments to the 2022-2023 General Operating Budget:

REVENUES

INCREASE: APPROPRIATED FUND BALANCE $20,000.00

APPROPRIATIONS

INCREASE: A1950.4, TAXES/ASSESSMENTS $20,000.00

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

Carried: 4 ayes

**MAYOR’S COMMENTS:**

None

**OPPORTUNITY FOR PUBLIC COMMENT:**

Valerie Murphy, 45 E. Livingston Ave., Celoron, asked, if residents will be involved in the development of the Chautauqua Lake Auto Properties.

Mayor Schrecengost responded that there would be a public meeting and probably a public hearing.

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

Carried: 4 ayes

The meeting was adjourned at 6:44 p.m.

Sheryl A. Brightman

Deputy Clerk