

August 8, 2011

Board of Trustees

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, August 8, 2011 at 7:00 P.M.

Members Present: Mayor Keeney, Trustees Kogut, Mattison, Schrecengost (arrived at 7:10 p.m.) and Young

Others Present: Village Clerk-Treasurer Shirley A. Sanfilippo, MMC, Village Attorney John D. Vanstrom, Highway Superintendent Terry Schrecengost, four members of the public and Dennis Phillips of The Post-Journal (arrived at 7:25 p.m.)

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

MAYORAL COMMENTS:

Mayor Keeney reported on the Summer Youth Recreation Program. He stated that there were around 55 young people, ages 3 to 12, who were involved. This is the final week. Field trips were taken each week to the Erie Zoo, the Children's Safety Village, the pool at Southwestern Central School and this week they were going to Midway Park on Thursday. Pam Piazza, Carrie Ennis and Helen Sischo have a picnic planned for Wednesday. He thanked all the parents and grandparents who had served as chaperones for the field trips.

Mayor Keeney commented that there were many things that make a small municipal government successful. In the Village of Celoron the office staff is very efficient and surpassed by none, the highway crew is proficient and very overworked, a Board of Trustees that is diligent to their elected responsibilities and willing to do much more. Many times the actions of any one of these village personnel go above and beyond the normal expected limits and these efforts go unrecognized. Not to lessen the actions of any of the individuals, he wanted to recognize one man who using his own truck and trailer was getting tables from the Community Center, bringing his own tent, setting up the tent, taking down the tent and returning all the tables afterwards. For several weeks before that when we had summer employees painting the Village Hall, who was it who was out in front doing the "professional paint job"? A job that he wouldn't trust to other people. That was Norm Mattison. That was my friend and your friend. I would like you to join with me in thanking him. (There was a round of applause for Mr. Mattison.)

OPPORTUNITY FOR PUBLIC COMMENT:

Pat Williams, 13 Rowley Court, asked questions about the management of the deer population.

Mayor Keeney and Trustee Schrecengost responded to her questions.

APPROVAL OF MINUTES:

Trustee Mattison motioned, seconded by Trustee Young to approve the minutes of the Regular Meeting of July 11, 2011.

Carried: 4 ayes – Kogut, Mattison, Young, Keeney
1 abstain – Schrecengost

COMMITTEE REPORTS

PUBLIC SAFETY – Trustee Kogut presented the report from the Code Enforcement Officer.

ANIMAL CONTROL – Trustee Schrecengost and the Board discussed payment to the new Animal Control Officer. The Board reviewed a proposed Local Law to add new language to the Village Code regarding the control of dogs. A Public Hearing on Local Law No. 4 of 2011 was set for 6:45 p.m. on Monday, September 12, 2011 in the Community Center, 47 Dunham Ave.

PARKS & RECREATION – Trustee Young stated that the finals for “Celoron Sings” will be held on Friday, August 19, 2011 and the Community Picnic will be held on Labor Day, September 5, 2011 in the pavilion in Lucille Ball Memorial Park. Residents should call Jetta in Village Hall to let us know what dish they are bringing and how many are coming.

HIGHWAY AND EQUIPMENT – Trustee Mattison advised that the two summer laborers were done and there was a need to hire a part-time Utility Worker.

Mayor Keeney moved, seconded by Trustee Mattison to hire Steven Mancari as a part-time Utility Worker.

Carried: 5 ayes

Mayor Keeney reported that a request had been received from Gerald Ray to extend water service to 35 Avon Avenue. The Village received an estimate from the Board of Public Utilities to extend the water service and Mr. Ray has declined having the service extended due to the cost.

ZONING & PLANNING – Trustee Schrecengost asked Mayor Keeney to report on the status of the Requests for Proposals for the LWRP grant. Mayor Keeney stated that nine proposals had been received to provide consulting services. The LWRP Advisory Board will be meeting on August 16, 2011 to determine which firms will be invited to make a personal presentation to them. He also asked the Board to review the letter that will be sent to Chautauqua Lake Auto regarding their non-compliance with special use permit requirements.

SANITATION – Trustee Mattison said that six of the eight tires have been replaced on the garbage trucks. The two remaining will be replaced when they come in.

CORRESPONDENCE – Clerk Sanfilippo reviewed the following correspondence:

1. Notice from Univera of 2012 Requested Rate Changes.
2. E-mail from NYCOM on the Property Tax Cap.
3. Notification from Time Warner Cable of possible network changes and the movement of networks from standard to digital channels.
4. Estimate from NYS Retirement System - \$8,118 (less than budgeted).

FINANCE – Entire Board/Clerk

Trustee Mattison moved, seconded by Trustee Young to purchase a new furnace and air conditioner for the Village Hall from Jamestown Heating & Air in the amount of \$6,006.90, the lowest of three quotes received for comparable systems.

Carried: 5 ayes

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Mayor Keeney asked for approval of Abstract #4 in the amount of \$54,314.22, Check #1126 thru 1145 dated July 12-31, 2011; Abstract #5 in the amount of \$12,035.60, Check #1146 thru 1166, dated August 1-8, 2011.

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

Carried: 5 ayes

AUDIT – Trustee Mattison – none

INSURANCE – Trustee Young – none

BUILDING – Trustee Young commented on the nice paint job on Village Hall.

SPECIAL EVENTS – Trustee Mattison

OLD BUSINESS

Mayor Keeney advised that the dock on the W. Duquesne Street Right of Way had been removed.

NEW BUSINESS

Mayor Keeney and the Board reviewed a survey to be sent out in the next newsletter.

RESOLUTIONS

Resolution #40 - 2010-11

RESOLVED, That the Clerk Treasurer be and she hereby is authorized to make the following amendments to the 2011-2012 Budget:

INCREASE:	REVENUES:	
	Account A2770, Unclassified – grants	\$36,000.00
	Account A3501, C.H.I.P.S.	\$ 832.69
INCREASE:	APPROPRIATIONS:	
	Account A8160.4, Planning & Management Dev., Contractual	\$36,000.00
	Account A5112.2, C.H.I.P.S., Equipment	\$ 832.69
	Account A1620.2, Village Hall, Equipment	\$ 5,050.00
DECREASE:	APPROPRIATIONS:	
	Account A1990.4, Contingent	\$5,050.00

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

Carried: 5 ayes

Resolution # 41 -2010-11

RESOLVED, That the Village of Celoron enter into the following agreement with the Chautauqua County Planning Board to forego the General Municipal Law 239-m referral process for various outlined actions:

General Municipal Law 239-m Referral Exemption Agreement

Pursuant to NYS Municipal Law 239-m (GML 239-m), municipalities shall, before taking final action on proposed actions, refer certain actions to the county planning agency for inter-community or county-wide considerations. In our case, the Chautauqua County Department of Planning & Economic Development (CCPED) has been granted the powers of GML 239-m Review by the County Planning Board. The Law also states that the county planning agency may enter into an agreement with the referring bodies to provide that certain proposed actions are of local, rather than inter-community or county-wide concern, and are not subject to referral under this section.

The actions that this agreement exempts from County GML 239-m Review are the following:

Residential Area Variances

- * Rear & Side Building Setbacks
- * Fences
- * Decks
- * Minimum Building Size
- * Minimum Building Lot Size
- * Size & Height of Garages
- * Number of Storage Sheds
- * Subdivision of Lots

Special Use Permits

- * Renewals

Mayor Keeney moved, seconded by Trustee Schrecengost to approve the resolution.

Carried: 5 ayes

Resolution #42 – 2010-11

RESOLVED, That the following Chautauqua Lake Watershed Compact be and hereby is approved:

CHAUTAUQUA LAKE WATERSHED COMPACT

An Inter-Municipal Agreement
Promoting Implementation of
The Chautauqua Lake Watershed Management Plan

WE RECOGNIZE:

1. The Chautauqua Lake Watershed covers more than 100,000 acres of land and includes hundreds of streams that ultimately flow into Chautauqua Lake.
2. The Chautauqua Lake Watershed is located in the heart of Chautauqua County and spreads across 14 municipalities:

- Town of Busti
- Town of Chautauqua
- Town of Ellery
- Town of Ellicott
- Town of Harmony
- Town of North Harmony
- Town of Portland
- Town of Sherman
- Town of Stockton
- Village of Bemus Point
- Village of Celoron
- Village of Lakewood
- Village of Mayville
- Village of Panama

3. The lake and surrounding land are prime habitat for a diverse ecosystem of plants, mammals, birds, fish, reptiles, amphibians, invertebrates, and microorganisms.
4. The Chautauqua Lake Watershed is also home to tens of thousands of residents, whose economic livelihood and social well-being depend upon the ecological health of this natural resource.
5. The watershed's scenic beauty and recreational attractions also lure sportsmen, tourists, and summer residents, who spend over seventy million dollars annually and are an integral part of the local economy.

WE UNDERSTAND:

1. Chautauqua Lake is impaired by an excessive inflow of nutrients and sedimentation, causing the problematic growth of aquatic vegetation, the outbreak of algal blooms, the loss of navigable water routes, and the potential degradation of drinking water.
2. The primary source of these nutrients and sedimentation is the watershed, where human activities and past land use practices have increased storm water runoff and accelerated soil erosion.
3. These growing impairments undermine real property value, diminish recreation and tourism, and threaten our quality of life and natural ecosystem.

WE BELIEVE:

1. The proper management of the Chautauqua Lake Watershed is necessary to ensure the future health, ecology, and enjoyment of this precious natural resource for our children and future generations.
2. The best way to manage this dynamic ecosystem is through *The Chautauqua Lake Watershed Management Plan*, which advocates a balanced approach based on good science, broad community support, and economic viability.

WE RESOLVE:

1. To work together on a voluntary and cooperative basis to achieve common goals and objectives outlined in *The Chautauqua Lake Watershed Management Plan*:
 - Improve water quality by reducing the inflow of nutrients and sedimentation;
 - Protect and restore the natural function of land to retain storm water;
 - Conserve critical natural resources essential for a healthy ecosystem;
 - Develop and implement a uniform storm water and erosion control ordinance;
 - Promote sustainable development through sound land use practices and policies;
 - Promote public education and awareness of lake and watershed issues.
2. To assume primary responsibility for implementing the recommendations of *The Chautauqua Lake Watershed Management Plan* that pertain to municipal functions and operations:
 - Adopt improved maintenance practices for highway and public works departments;

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- Incorporate cost-effective ordinances establishing uniform land use practices and policies that protect the watershed and promote sustainable development.
3. To form an active committee of the Chautauqua Lake Management Commission known as the *Inter-Municipal Committee* (IMC) that will meet at least quarterly to develop a cost-effective, unified approach to successfully implement the municipal recommendations, which will include researching viable options, seeking funding, combining available resources, coordinating activities, and monitoring progress:
 - a. Each Town and Village shall designate one representative;
 - b. The County shall be represented by the Watershed Coordinator, in addition to a Legislator;
 - c. The representatives shall define their roles and responsibilities, and may amend and supplement this compact to ensure that the IMC is functioning effectively and responding appropriately to changing conditions and expectations.
 4. To allow any of the municipalities to join in or withdraw from this compact upon written notice to the other parties.

Mayor Keeney moved, seconded by Trustee Kogut to approve the resolution.

Carried: 5 ayes

Resolution #43 – 2010-11

RESOLVED, That Resolution #37 – 2010-11 adopted on July 11, 2011 be and hereby is rescinded in its entirety, and be it further

RESOLVED, That the following Memorandum of Understanding for fire protection services with Celoron Hose Company No. 1, Inc. in the amount of \$28,100.00 for the fiscal year 2011-2012 be and hereby is approved.

MEMORANDUM OF UNDERSTANDING

For Fire Protection Services

This Memorandum of Understanding is made _____, 2011, 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 July 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. A budget of anticipated expenses for the next fiscal year and an ending budget for the last completed year shall also be provided.

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 Twenty-eight Thousand One Hundred Sixty and 00/100 (\$28,160.00) 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, 2011, 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 a quarterly report detailing the number of calls requiring a response. The calls shall be broken down by 1. Fire; 2. EMT Services; 3. Auto Accidents; 4. Other. These quarterly reports are due no more than 30 days after the end of the quarter.

3. Term. This Memorandum shall commence as of June 1, 2011, and shall terminate May 31, 2012, 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

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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:

By: _____
Mayor

Celoron Hose Company:

By: _____
President

Trustee Schrecengost moved, seconded by Trustee Young to approve the resolution.

Carried: 5 ayes

LOCAL LAW

LOCAL LAW NO. 3 OF 2011

**A LOCAL LAW AMENDING SECTIONS 19-202 AND 19-624 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 Section 19-202 and Section 19-624.A. of the Code of the Village of Celoron, New York to define 200 or more people as a Large Group and to designate the responsibility for the issuance of a Special Use Permit to the Village Board of Trustees.

2. **Amendment.** Section 19-202, Definitions, of the Code of the Village of Celoron be and hereby is amended to read as follows:

LARGE GROUP – any gathering of 200 or more people on a non-regular basis for profit or not for profit to include, but not limited to: concert, circus, Gala Days, car/motorcycle show, revival meeting, festival, craft show.

3. **Amendment.** Section 19-624.A., Large Group Gatherings, of the Code of the Village of Celoron regarding the granting of a Special Use Permit be and hereby is amended to read as follows:

A Special Use Permit may be granted by the Board of Trustees without a public hearing or referral to the Planning Board. The Board of Trustees may impose conditions and/or fees as deemed necessary.

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 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 Kogut to approve the Local Law.

Carried: 5 ayes

OPPORTUNITY FOR PUBLIC COMMENT:

None

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MAYORAL 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 by the Village Law of the State of New York, I do hereby nominate the following:

Lisa Sobocinski
20 Venice Street, PO Box 344
Celoron, NY 14720-0344

to be appointed Animal Control Officer in and for the Village of Celoron, New York. The term for which said appointment is to be made will expire on December 5, 2011.

Dated: August 8, 2011

John M. Keeney
Mayor

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

Carried: 5 ayes

Trustee Kogut motioned to adjourn the meeting. Trustee Young seconded the motion.

Carried: 5 ayes

The meeting was adjourned at 7:47 p.m.

Shirley A. Sanfilippo, MMC
Village Clerk-Treasurer