

REGULAR MEETING OF THE HANCOCK VILLAGE BOARD,
MONDAY AUGUST 10, 2015 7:00 PM
HANCOCK VILLAGE HALL, 85 EAST FRONT STREET, HANCOCK, NEW YORK

The Regular Meeting was called to order at 7:00 p.m. by Mayor Eugene D. Morgan. Roll call was taken by Clerk/Treasurer Falsetta.

Present: Mayor Eugene D. Morgan
Deputy Mayor William Schoonmaker
Trustee Dawn Gotthardt
Trustee Alice Hartz
Trustee Patrick O'Brien

Also Present: Phyllis Falsetta, Clerk/Treasurer
Robert McKertich, Attorney for the Village

A MOTION was made by Trustee O'Brien, seconded by Deputy Mayor Schoonmaker, voted and carried to approve the July 13, 2015 Regular Meeting Minutes. 2015-343
Minutes Approval

A MOTION was made by Deputy Mayor Schoonmaker, seconded by Trustee Gotthardt, voted and carried to approve the Abstract of Vouchers in the amount of \$18,741.44. 2015-344
Abstract Approval

Fire Chief TJ Rosengrant submitted a Mutual Aid of Manpower Agreement for the Board to review.

A MOTION was made by Trustee Gotthardt, seconded by Trustee O'Brien, voted and Carried to approve the following Mutual Aid of Manpower Agreement Resolution 2015-345
Mutual Aid Agreement

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, Through their mutual cooperation, render aid to the other in case of conflagration, Holocaust, civil disorder or natural disaster, fire, rescue, medical, or haz-met.

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter Into an agreement for mutual assistance in fire protection and in order to increase Fire defenses and to assure proper fire control, as well as providing reserves needed To assure the community of adequate protection.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and Between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, fire, rescue, medical or haz-mat. The Chief of the Fire Department or his designees shall have the implicit authority, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to order manpower into action to assist the requesting party as may be required.
2. It shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the parting sending assistance.

3. Each part to this agreement shall assume all liability and responsibility for the death of or injury to.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration, natural disaster due to firefighting and rescue operations, fire control tactics and strategy or other operation as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5. The department from the requesting party, mutual aid under the terms of agreement shall assume all liability and responsibility for damage to equipment.
6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
7. Upon receipt of a request for assistance by the chief of the fire department from the requesting party, and upon a determination by the chief of the fire department of the responding party that the request be honored without impairing the capacity to provide fire protection within its own jurisdiction, the chief of the fire department may take such steps as necessary to furnish manpower.
8. The chief of the fire department in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and over-all direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief firefighting officer in command of the responding party.
9. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the chief of the fire department of either party, such dispatch would not impose upon his own respective community a serious impairment to the fire defenses and fire protection. If mutual aid is not sent from a department when requested on a regular basis, that department should not expect mutual aid to be sent when called for in their jurisdiction.
10. When fire department personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workers' Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall also be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

A MOTION was made by Trustee Gotthardt, seconded by Trustee O'Brien, voted and carried to approve HFD membership to Raymond Costello pending results of back-

2015-346

R. Costello, HFD Membership

A MOTION was made by Deputy Mayor Schoonmaker, seconded by Trustee Hartz, voted and carried to approve the moving of Blaise Bojo and Matthew Karcher from Explorer level to Junior Fireman level.

2015-347

B.Bojo & M.Karcher to Junior Firemen

A MOTION was made by Trustee Hartz, seconded by Deputy Mayor Schoonmaker, voted and carried to authorize Clerk/Treasurer Falsetta to make 2014-2015 End of Year Journal Entries.

2015-348

End/Year Journal Entries

James Serio asked the Board if they had made a decision on Donna Torch's water/sewer meter reading discrepancy. Mr. Serio was advised that he would be notified of a decision shortly.

Trustees Hartz and Gotthardt will meet with members of the Rural Fire District to Discuss the annual contract on August 14, 2015. Jake Geer will call with a time.

A MOTION was made by Trustee Gotthardt, seconded by Deputy Mayor Schoonmaker, voted and carried to enter into executive session at 7:24 pm to discuss personnel.

2015-349

Executive Session

The Regular Meeting was reconvened at 7:36 pm with no action taken.

A MOTION was made by Trustee O'Brien, seconded by Deputy Mayor Schoonmaker, Voted and carried to purchase a Vehicle Extrication Device (Jaws of Life) from Har-Rob on state bid for approximately \$35,000. The device is a demo device that will have all warranties. The Rural Fire District will reimburse the Village \$15,000 as part of the 2015-2016 annual contract. The \$20,000 that is owed to the Rural Fire District for the July 1- December 31, 2015 ambulance coverage contract will be applied to the purchase as well. The equipment will be owned by the Village.

2015-350

Purchase of Vehicle Extrication Equip for HFD

A MOTION was made by Deputy Mayor Schoonmaker, seconded by Trustee Gotthardt, Voted and carried to enter into executive session at 8:09 pm to discuss personnel.

2015-351

Executive Session

The regular meeting was reconvened at 9:19 pm with no action taken.


A MOTION was made to increase M. Wormuth's hourly salary to \$12/hour not to exceed 40 hours per week.

2015-352

M. Wormuth Pay Increase

The Meeting was adjourned at 9:22 P.M.

Respectfully Submitted by:


Phyllis Falsetta, Clerk/Treasurer