

Village of Gates Mills
MINUTES OF A SPECIAL MEETING OF COUNCIL
June 17, 2013

A special meeting of the Council of the Village of Gates Mills, Ohio was held on Monday, June 17, 2013 at 7:15 a.m. in the Village Hall.

Councilmembers present: Barnes, Frankel, Reynolds, Schneider, Sogg, Turner, Welsh.

Mayor Riley presided.

Ordinance #2013-14 entitled "An Ordinance Authorizing the Mayor to Enter Into an Alarm Monitoring Service Contract with American Security & Audio Video Systems, Inc. and Declaring an Emergency" was introduced by Councilmember Reynolds. Councilmember Reynolds explained this Special Meeting of Council is to consider and vote on entering into a contract for alarm monitoring services. She stated that this contract has been modified since the draft that was originally provided to Council at its Tuesday, June 11th meeting.

Law Director Cannon summarized the changes that have been made include the removal by the alarm company of certain provisions including indemnifications, language that the alarm company would not be held liable even in the event of their own gross negligence, as well as subrogation requirements. Law Director Cannon stated one of the items remaining in the contract is that the alarm company shall have no liability beyond the limits of insurance. She explained that should something go wrong, the Village's only real protection is through the Village's casualty insurance and/or liability insurance. Law Director Cannon believes the current casualty limits Gates Mills has would be adequate in such instance. It was pointed out that no changes or negotiations were made to the subscriber agreement. Law Director Cannon expressed her opinion that the subscriber agreement was between the subscriber and the alarm company and that the Village's involvement was paying for the service. Representation was then made to Council that both the Law Director and the Police Chief recommended that the version of the contract submitted for their consideration and vote be accepted.

Councilmember Welsh questioned if it was necessary for residents to sign the subscriber agreement. Law Director Cannon affirmed that it provides acknowledgment that the resident wants the service and allows access to the resident's property. Councilmember Welsh expressed his concern in connection with the subscriber agreement specifically referring to the indemnification language. Law Director Cannon explained the relationship between the alarm company and Village (buildings) has been corrected. But the language between the alarm company and the individual subscriber has not. Councilmember Turner added that she shares the same concerns and questioned if an attempt to change the subscriber agreement could be made. Councilmember Sogg agreed to the opinion that the inclusion of the gross negligence language in the subscriber agreement was unreasonable. However, the residents will not be in a worse position than they are currently. They have the option to discontinue the free service the Village offers. Law Director Cannon replied the Village could try to negotiate the subscriber agreement, however, it is an agreement between the subscriber and the alarm company and she was not sure how much the Village should be involved in trying to broker on behalf of a subscriber. Mayor

Riley explained that this is a service that would be paid for by the Village and that the homeowner has the option to sign or decline participation. Councilmember Welsh asked if this issue could be tabled to a later date. With timing issues and deadlines, Mayor Riley confirmed it could not.

Councilmember Turner suggested changes be made to the cover letter that will be sent to the residents. She recommended that residents be encouraged to read the contract carefully. Police Chief Whitmer confirmed he would include such suggestion in his correspondence.

Councilmember Turner shared her concern over the potential increase of charges by the alarm company with a 30-day notice. Law Director Cannon stated that the negotiated cost is locked in for a period of one-year with the contract to renew automatically unless the Village gives notice to terminate. She believes by the end of the year, Council will have a good sense of how the system is working as well as be able to adequately assess cost/value.

Councilmember Turner inquired if the contract were terminated would the equipment be returned. Chief Whitmer confirmed that the equipment would not be returned, however, given the age of the equipment, the same would be acceptable.

Councilmember Frankel asked if the alarm company will need to go into each home to modify the equipment. Chief Whitmer confirmed that it does not. Councilmember Frankel asked who was the transmission company mentioned in the contact. Chief Whitmer explained the transmission company is the phone company. Additionally, he added that he believes Brunswick and Geauga County also use this service.

It was moved by Councilmember Sogg, seconded by Councilmember Turner, that the rules requiring ordinances to be read on three different days be suspended and that Ordinance #2013-12 be placed upon its final passage.

Roll call: Ayes: Barnes, Frankel, Reynolds, Schneider, Sogg, Turner.
Nays: Welsh.
Motion carried.

It was then moved by Councilmember Sogg, seconded by Councilmember Reynolds, that Ordinance #2013-12 be approved.

Roll call: Ayes: Barnes, Frankel, Reynolds, Schneider, Sogg, Turner.
Nays: Welsh.
Motion carried.

There being no further business, it was moved by Councilmember Sogg, seconded by Councilmember Turner, and unanimously carried, that the council meeting be adjourned.

Roll call: Ayes: Barnes, Frankel, Reynolds, Schneider, Sogg, Turner, Welsh.
Nays: None.
Motion carried.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Shawn M. Riley, Mayor