

VILLAGE OF MINOA

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BOARD OF TRUSTEES

October 4, 2021

PRESENT: Mayor William F. Brazill
Trustee John M. Abbott (*absent*)
Trustee John H. Champagne
Trustee Eric S. Christensen
Trustee J. Robert (Bobby) Schepp
Clerk Treasurer Lisa DeVona
Attorney Courtney Hills, Esq. (*absent*)

ALSO DPW Superintendent Tom Petterelli, Asst. Superintendent

PRESENT: Jim Landry, Fire Chief Matt McGarrity, Tom Czajak,
President MFD, Inc., EMS Supervisor Ryan Ammann,
Jeremiah Butchko,

Mayor Brazill opened the village board meeting at 6:30 pm and Trustee Champagne led those present with the Pledge of Allegiance.

**DRAFT
LOCAL LAW #4 FOR
2021**

Mayor Brazill presented to the board a draft Local Law #4 for 2021 Amending Chapter 42, Animals to allow chickens in the village. Mayor Brazill asked if board members had any questions or changes to the draft to discuss before scheduling a public hearing.

Trustee Champagne made a motion, seconded by Trustee Christensen to deny Local Law #4 for 2021 Amending Chapter 42, Animals allowing chickens in the village. Mayor Brazill stated he wasn't for or against amending Chapter 42 to allow for chickens in the village because he wanted to hear public comments made during the public hearing. He stated he has spoken to Mayor of Fayetteville regarding this issue because they have adopted legislation allowing this use. He also wants to hear from the Codes Officer regarding enforcement. Trustee Schepp stated he would prefer to wait until the public hearing as well. Mayor Brazill stated he would like to table this draft until the attorney returns and would like to the Codes Enforcement officer to comment on the draft.

RESOLUTION

GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

Trustee Champagne made a motion, seconded by Trustee Schepp to adopt the following resolution:

WHEREAS, the *Village of Minoa* (municipality) is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010) and the 2022 Amendment that provides for the operation and governance of the Consortium, and

WHEREAS, Article 47 of the New York Insurance Law (the "Insurance Law") and the rules and regulations of the New York State Department of Financial Services set forth certain requirements for governance of municipal cooperatives that offer self-insured municipal cooperative health insurance plans, and

WHEREAS, the Agreement sets forth in Section Q2 that continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary date and upon acceptance of any new Participant hereafter, and

WHEREAS, the Consortium's Board of Directors has recommended approval of the 2022 amended agreements based on review of the document by the Governance

Structure/MCA Review Committee, the New York State Department of Financial Services, and the Consortium's legal counsel, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by each municipal board,

WHEREAS, the *Village of Minoa* (municipality) is in receipt of the proposed amended Agreement(s) and has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the attached 2022 Amended Municipal Cooperative Agreement, now therefore be it

RESOLVED, that the *Village of Minoa* (municipality) approves and authorizes the Chief Executive Officer to sign the 2022 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium,

RESOLVED, further, that the Clerk of the *Village of Minoa* (municipality) is hereby authorized to execute this Resolution to indicate its approval, transmit a copy thereof to the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium, and take any other such actions as may be required by law. All in favor; motion carried.

CLERK-TREASURER ***MEETING MINUTES – SEPTEMBER 20, 2021***

Tabled.

NEW HIRE – JOHN HART, WTP LABORER

Trustee Christensen made a motion, seconded by Trustee Schepp to hire John Hart, WTP Laborer, \$18.50/hr., effective October 4, 2021. All in favor; motion carried.

NEW HIRE – RANDY CAPRIOTTI, JR., PT TRASH THROWER

Trustee Champagne made a motion, seconded by Trustee Schepp to hire Randy Capriotti, Jr., \$14.00/hr., effective October 4, 2021. All in favor; motion carried.

TREASURERS REPORT FOR PERIOD ENDING AUGUST 31, 2021

Trustee Christensen made a motion, seconded by Trustee Schepp to accept the Treasurer's Report for period ending August 31, 2021. All in favor; motion carried.

OCEBA MONTHLY EXPERIENCE REPORT FOR PERIOD ENDING AUGUST 31, 2021

Trustee Champagne made a motion, seconded by Trustee Schepp to accept the OCEBA Monthly Experience Report for period ending August 31, 2021. All in favor; motion carried.

ANNUAL UPDATED DOCUMENT FISCAL YEAR ENDING MAY 31, 2021

Trustee Christensen made a motion, seconded by Trustee Schepp to acknowledging electronical submittal of Annual Updated Document for fiscal year ending May 31, 2021 with NYS Comptroller. All in favor; motion carried.

CELEBRATIONS ***2021 HALLOWEEN***

Trustee Champagne made a motion, seconded by Trustee Christensen to approve the 2021 Halloween event, 6pm – 8pm on October 31st, Minoa Fire Station I with the COVID guidelines established by Minoa Fire Department and Infection Control Officer. All in favor; motion carried. All in favor; motion carried.

FIRE DEPARTMENT *TRAINING REQUEST – BELGIUM COLD SPRING FIRE DISTRICT*

Trustee Schepp made a motion, seconded by Trustee Champagne to approve the request for fire department to hold live fire training session at Belgium Cold Springs Fire District, October 4, 2021; \$250.00. All in favor; motion carried.

RESTRICTED MEMBERSHIP CHRISTINA MCGARRITY

Trustee Christensen made a motion, seconded by Trustee Champagne to approve the new restricted membership application for Christina McGarrity, 5829 Marlow Drive, E. Syracuse. All in favor; motion carried.

RESTRICTED MEMBERSHIP BRADLEY NEILON

Trustee Champagne made a motion, seconded by Trustee Christensen to approve the new restricted membership application for Bradley Neilon, 6419 Wells Drive, E. Syracuse. All in favor; motion carried.

EMS MEMBERSHIP JAKE LONGDEN

Trustee Schepp made a motion, seconded by Trustee Christensen to approve the EMS membership application for Jake Longden, 226 Schepps Lane, Kirkville. All in favor; motion carried.

FIRE POLICE MEMBERSHIP DAVID ABBOTT

Trustee Champagne made a motion, seconded by Trustee Schepp to approve the new Fire Police membership application for David Abbott, 217 Elm Street, Minoa. All in favor; motion carried.

MUNICIPAL COOPERATION AGREEMENT

Trustee Champagne made a motion, seconded by Trustee Schepp to approve the following municipal cooperation agreement, and authorize Mayor to execute;

This Agreement, made as of the 4 day of October 2021, by and between the Village of Fayetteville, Village of Minoa, Village of Manlius and the Kirkville Fire District, each municipal entities situated in the Town of Manlius, Onondaga County, State of New York (hereinafter the “Parties”).

WHEREAS the parties recognize that Intermunicipal Cooperation Agreements assist municipalities increase the effectiveness and efficiency of certain municipal operations. Article 5-G of the General Municipal Law provides broad authority for villages and fire districts to cooperate with each other in carrying out their respective responsibilities.

WHEREAS the parties are each authorized by law to recruit members, make purchases and offer training to their fire departments’ membership pursuant to Village Law Article 10 and Town Law 176 respectively.

WHEREAS the Parties each offer fire protection and, in some cases, emergency medical services.

NOW THEREFORE, the Parties each agree to jointly and cooperatively participate with each other in the following areas: (a) The promotion of training and education in emergency medical and fire services; (b) Cooperative Purchasing and Capital Planning; (c) Inventory Control; (d) Vehicle and Equipment Maintenance; (e) such other and further areas as the Parties may from time-to-time desire.

1. DEFINITIONS.
 - a. “Departments” shall mean the Fire Departments of each of the Parties.
 - b. “Members” shall be defined as volunteers and employees of the Parties’ Fire Departments.

2. BUDGET and COOPERATION.

- a. It is anticipated that the Parties will contribute in an equitable manner in both time and funding in order to achieve the goals of this Agreement. However, nothing in this Agreement shall require any of the Parties to contribute any specific amount of funding to any program.
- b. It is recognized that each of the Parties have varied amounts of skills, funding and membership available in order to assist with these goals. Nothing in this Agreement binds the Parties to any level of cooperation or funding.

3. TRAINING.

- a. The Parties hereby agree to participate in the offering of training and education. To that end, the Chiefs of each Department shall work cooperatively to develop joint training courses, drills, skills designed to increase the safety, competency and proficiency of the members of the four Fire Departments. Samples of such courses are attached hereto as **SCHEDULE A**.
- b. The Parties are hereby authorized to develop and maintain a Town of Manlius Fire Training website where offered classes would be posted and advertised. The site may be accessible to each Parties' members and may be used to register for classes as well as other functions which support this Agreement.
- c. The Parties are hereby authorized to develop and offer training and course instructors.
- d. It is a goal of this Agreement to permit the Parties to offer and teach state certificate courses to each of the Parties' members.

4. PURCHASING.

- a. The Parties agree to work cooperatively with each other with the goal of identifying areas of purchasing and maintenance which can be combined and/or unified into the purchase of similar products and services.
- b. The Parties will work cooperatively to obtain the most competitive pricing in the purchase of supplies, equipment, and apparatus as well as for the purchase of common services including but not limited to maintenance of apparatus and equipment.
- c. The Parties will work cooperatively in order to establish competitive pricing points for individual and group purchases.
- d. In the event that any or all of the Parties agree to purchase the same item(s) from a vender, the Parties will ensure that such purchase is approved by their governing boards in advance of the Order and that payment is remitted timely upon delivery of such products or services.

5. INVENTORY.

- a. The Parties agree to work cooperatively with each other with the goal of establishing an in-house inventory of common items which may be stocked in order provide to another Party in a timely manner.

6. CAPITAL PLANNING.

- a. The Parties will each endeavor to develop a capital plan for

all apparatus and major equipment.

- b. The Parties agree that making joint purchases of the same equipment will lead not only to better pricing but also can lead to shorter learning curves for such equipment among the membership.
- c. When possible, the Parties will seek to time their purchases in order to permit joint purchasing of the same apparatus and/or equipment, though none of the parties are required to delay purchasing or to purchase the same items when not desired by any of the Parties.
- d. The Parties will update the 2012 apparatus study and will work with ISO to determine the most optimal fleet within the Town of Manlius in order for each party to achieve the best ISO rating in the vehicle category.
- e. The Parties agree to consider standardizing their fleet of fire apparatus in order to permit joint purchasing and ease the use of such apparatus by the Members.

7. MAINTENANCE.

- a. The Parties recognize that maintenance costs are a significant portion of their individual budgets. The Parties agree to research methods of obtaining preventative and repair maintenance through a Cooperative program. Such options could include but would not be limited to procuring an in-house maintenance program or entering shared maintenance service contracts in order to achieve savings and/or discounted rates.

8. FURTHER COOPERATION.

- a. The Parties desire to continue their cooperation in the various aspects of the Fire and Emergency Medical Services, and agree to discuss additional topics including but not limited to:
 - i. Developing a Joint Training Facility
 - ii. Combining Special Operations
 - iii. Drafting and implementing response plans
 - iv. Creating and implementing town-wide recruitment programs and orientation days

9. MISCELLANEOUS PROVISIONS. This Agreement constitutes the entire agreement. It may be modified only in writing by signature of the parties. It may be executed in one or more counterparts which in whole shall constitute a complete and binding agreement.

All in favor; motion carried.

WTP

***NEW POSITION DUTY STATEMENT – WTP MAINTENANCE HELPER
(MECHANICAL) CS #61539***

Trustee Christensen made a motion, seconded by Trustee Champagne to approve the New Position Duty Statement for WTP Maintenance Helper (Mechanical) CS#61539 and submit to Onondaga County Personnel for approval. All in favor; motion carried.

AUDIT OF CLAIMS ABSTRACT #009 A motion was made by Trustee Christensen and seconded by Trustee Schepp that the claims on **Abstract #009** in the amount of General Fund \$73,742.97 (Vouchers 322 - 352), Sewer Fund \$6,233.65 (Vouchers 117 - 132), for a total of \$79,976.62; All in favor; motion carried.

ATTORNEY'S REPORT Absent.

TRUSTEES' REPORT Trustee Abbott – Absent.
Trustee Schepp – nothing new to report.
Trustee Christensen thanked everyone who helped with the Teal Ribbon Race; there were over 500 runners this year and as soon as final statistics are available they will be forwarded to everyone.
Trustee Champagne – nothing new to report.

CELEBRATIONS ***TEAL RIBBON RACE 2022***
Trustee Christensen made a motion, seconded by Trustee Champagne to hold 2022 Teal Ribbon Race on May 14, 2022. All in favor; motion carried.

MAYOR Mayor Brazill thanked everyone who helped out with all the September events in the park; it was an excellent close to the summer.

PUBLIC COMMENT Mike Murnane, 137 S. Central Avenue asked the board who came up with the “union”, “non-union” fees for health insurance and why? Mike Murnane stated I am not a union employee and I am requesting to be reimbursed for the difference between union and non-union health insurance deductions. Mayor Brazill asked Mr. Murnane to submit his request in writing to the Clerk’s office and he will consult with the village labor attorney, and stated that when the board formally acknowledged the collective bargaining unit for FT Laborers and Mechanic in the Department of Public Works each of the individuals holding those titles became union employees.

Jeremiah Butchko, 240 South Main Street asked why Trustee Christensen was against having chickens in the village; he (Trustee Christensen) is basing his opinion on past experience of a large chicken facility, with thousands of chickens, versus this local law allowing a maximum of proposed six per property. Mr. Butchko stated he is in favor of allowing chickens in the village. Mr. Butchko mentioned Recon, a company hired by National Grid, which is in the area checking residential and commercial gas lines. Mr. Butchko also asked if he could request a copy of the Commercial District Conceptual Plan, and if “No Parking” signs could be placed on S. Main Street when there are large events held in the park, such as the races, and festivals because he doesn’t think there is enough clearance for emergency vehicle responding to the area, and he has witnessed vehicles being hit because there isn’t enough room for traffic to get through; it’s a very busy corner during events..

EXECUTIVE SESSION Trustee Christensen made a motion, seconded by Trustee Champagne to enter into Executive Session for the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. All in favor; motion carried.

The village board entered into Executive Session at 7:24pm.

Trustee Christensen made a motion, seconded by Trustee Schepp to enter into regular session. All in favor; motion carried.

Board entered Regular Session at 8:01pm.

ADJOURNMENT A motion was made by Trustee Christensen and seconded by Trustee Champagne to adjourn the village board meeting at 8:01pm. All in favor. Motion carried.

Respectfully submitted,

Lisa L. DeVona

Lisa L. DeVona, Clerk-Treasurer