

**VILLAGE OF MINOA**

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**BOARD OF TRUSTEES**

**November 16, 2020**

**PRESENT:**

Mayor William F. Brazill  
Trustee John M. Abbott  
Trustee John H. Champagne  
Trustee Eric S. Christensen  
Trustee Gregory A. Rinaldi  
Clerk Treasurer Lisa DeVona  
Attorney Courtney Hills, Esq.

**ALSO PRESENT:**

Fire Chief Matt McGarrity, DPW Superintendent Tom Petterelli, MFD, Inc President Tom Czajak, Eric Cushing, WTP Operator, Mike Macko, Tom Oot, Brolex Properties, LLC

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

**CLERK-  
TREASURER**

***MEETING MINUTES OF OCTOBER 19, 2020***

Trustee Champagne made a motion, seconded by Trustee Abbott to ratify prior approval for meeting minutes of October 19, 2020. All in favor; motion carried.

***TOSHIBA BUSINESS SOLUTIONS***

Trustee Champagne made a motion, seconded by Trustee Christensen to approve the Toshiba Business Solutions proposal for new 63 month lease for two (2) copiers, one to be located in Clerks office, the other in radio room of Fire Station I for \$241.54/month contingent upon the Fire Chief reviewing the additional features of color and 3-hole punch options to FD machine. All in favor; motion carried.

***OCEBA MONTHLY EXPERIENCE REPORT FOR PERIOD ENDING SEPTEMBER 30, 2020***

Trustee Christensen made a motion, seconded by Trustee Abbott to acknowledge receipt of the OCEBA Monthly Experience Report for period ending September 30, 2020. All in favor; motion carried.

**2021 HOLIDAY SCHEDULE**

Trustee Champagne made a motion, seconded by Trustee Christensen to approve the 2021 Holiday Schedule:

New Year’s Day	Friday, January 1 <sup>st</sup>
Martin Luther King Day	Monday, January 18 <sup>th</sup>
Presidents Day	Monday, February 15 <sup>th</sup>
½ day Good Friday	Friday, April 2 <sup>nd</sup>
Memorial Day	Monday, May 31 <sup>st</sup>
Juneteenth	Friday, June 18 <sup>th</sup>
Independence Day	Monday, July 5 <sup>th</sup>
Labor Day	Monday, September 6 <sup>th</sup>
Columbus Day	Monday, October 11 <sup>th</sup>
Veterans Day	Thursday, November 11 <sup>th</sup>
Thanksgiving Day	Thursday, November 25 <sup>th</sup>
Thanksgiving Friday**	Friday, November 26 <sup>th</sup>
Christmas Holiday**	Thursday, December 23 <sup>rd</sup>
Christmas Day	Friday, December 24 <sup>th</sup>
New Year’s Eve Day	Friday, December 31 <sup>st</sup>

\*\*Village Floating Holiday

All in favor; motion carried.

**2021 – 2022 AGREEMENT FOR USE OF OCRRA SOLID WASTE MANAGEMENT SYSTEM**

Trustee Champagne made a motion, seconded by Trustee Abbott authorizing Mayor to execute 2021 – 2022 Agreement with OCRRA for the use of Solid Waste Management System with tipping fees of \$34/ton for Recycling and \$100/ton for Solid Waste. All in favor; motion carried.

**DPW**

**DISCUSSION – STREET PARKING**

A discussion ensued regarding street parking at the corner of Fay and Ferndale Lane. DPW Superintendent stated the police were notified of the parking situation and will make contact with the vehicle owners and with the November 1<sup>st</sup> no parking overnight on streets there has been a decrease in the number of vehicles parked on the streets in the area.

**MINOA FARMS**

**SUBDIVISION IMPROVEMENT (MAINTENANCE) GUARANTY AGREEMENT WITH BROLEX PROPERTIES, LLC**

Attorney Hills presented a draft Subdivision Improvement Guaranty Agreement to the board as follows:

**THIS AGREEMENT** made the \_\_\_ day of November, 2020, by and between the **VILLAGE OF MINOA**, a municipal corporation and political subdivision of the County of Onondaga, State of New York, with its offices at the Village of Minoa Municipal Office Building, 240 N. Main Street, Minoa, New York 13116 (hereinafter the "Village"), and **BROLEX PROPERTIES, LLC**, a New York limited liability company having their offices and principal place of business at 5912 North Burdick Street, East Syracuse, New York 13057 (hereinafter the "Developer").

**WHEREAS**, the Developer is developing the subdivision known as Minoa Farms, Part Two – Phase 2A (hereinafter the "Subdivision"), in the Village of Minoa, Onondaga County, State of New York; and

**WHEREAS**, the New York State Village Law and the regulations of the Village require that the Developer must furnish the Village with a performance bond, letter of credit, or other means of security, satisfactory to the Village Board of Trustees, so as to assure the satisfactory condition, maintenance and operation of all Village required Subdivision improvements for a period of time from the date of the completion and acceptance of same by the Village; and

**WHEREAS**, the amount of the foregoing, as determined by the estimate of the Village Engineer and/or Village Board of Trustees, is and shall be Three Hundred Forty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$341,250.00) as set forth on Schedule "A"; and

**WHEREAS**, the Developer does enter into this Subdivision Improvement (Maintenance) Guaranty Agreement in order to assure the satisfactory condition and operation of all Village required Subdivision improvements for a period of three (3) years or until the final house in the Subdivision is completed, whichever last occurs.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Developer has provided the Village with an Irrevocable Letter of Credit for the benefit of the Village of Minoa in the sum of Three Hundred Forty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$341,250.00) (hereinafter the "Letter of Credit").
2. Developer shall promptly and faithfully perform the obligations of Developer, which is the unconditional guaranty of the satisfactory condition and operation of all Village required Subdivision improvements (including without limitation, all roadways, drainage facilities and improvements, sewers, public highways and erosion control measures) for the period of time from the date hereof until November 30, 2023 or until the final house in the Subdivision is completed, whichever last occurs.
3. Should the Developer fail to perform its obligations stated in the preceding paragraph or prior to the date of the expiration of the Letter of Credit, or should Developer fail to provide the Village with a replacement Letter of Credit in form and content acceptable to the Village Attorney, including without limiting the scope and extent of the foregoing, its expiration date, at least thirty (30) days prior to the expiration date of any applicable Letter of Credit, the Developer shall be deemed in default of this Agreement.
4. Should Developer be declared by the Village to be in default of this Agreement, the Village may draw down the Letter of Credit and obtain bids for the performance of the Developer's obligations hereunder. The Village may expend its own funds to complete the performance of the Developer's obligations hereunder, however, it shall not be obligated to do so, unless it expressly elects to expend its own funds. Should said funds be insufficient to pay in full for the performance of the Developer's obligations hereunder, Developer shall at all times remain liable for any deficiency. The Developer shall at all times remain liable to assure the satisfactory condition and operation of all Village required Subdivision improvements and to pay the cost thereof. Should the funds drawn down exceed the cost of the performance of the Developer's obligations hereunder and the Village's expenses related thereto, including reasonable attorney's fees and other costs incurred by the Village in enforcing the Agreement, the excess shall be paid over to Developer.
5. In addition to the foregoing described defaults, the Developer shall be

deemed in default upon the occurrence of any of the following events:

- a. Upon breach of any term of this Agreement, including the obligation to provide full security and insurance as provided herein;
- b. Upon the filing of a voluntary petition, or the filing of an involuntary petition which is not dismissed within thirty (30) days of the filing date, under any provisions of Title 11 of the United States Code or amendments thereto by or against the Developer;
- c. Upon calling a meeting of creditors or making an assignment for the benefit of creditors by the Developer or on Developer's behalf;
- d. Upon application for or appointment of a receiver or receiver of the property, conservator, liquidator or similar officer of or for the Developer;
- e. Upon a transfer of all or a substantial portion of the assets of the Developer;
- f. Upon a lien being filed against the Developer of any of its property;
- g. Upon the entry of any judgment or issuance of a warrant of attachment or for distraint, which is not discharged or appropriately bonded within thirty (30) days of entry, filing or service;
- h. Upon the taking of possession of any substantial part of the property of the Developer at the incidence of any governmental authority; and
- i. Upon a change in the condition or affairs of the Developer (financial or otherwise) which is the reasonable opinion of the Village, increases the risk to the owner with regard to any obligations required to be performed by Developer under the terms of this Agreement.

6. The Village shall be under no obligation for the performance of the Developer's obligations hereunder.

7. Developer agrees to the payment to the Village of all damages, costs and expenses that the Village may incur as a consequence of any default by Developer, together with reasonable attorney's fees and other costs incurred by the Village in enforcing the Agreement. Further, the Developer shall perform and furnish all work, labor and services and shall furnish and supply all material to carry out the provisions of this Agreement fully at his own expense. The Developer acknowledges and agrees that he shall be liable for any costs incurred by the Village arising out of or as the result the Developer's failure to construct, maintain and repair the said roads and facilities as required by the terms of this Agreement; including any costs incurred by the Village to remedy or correct such failure as well as reasonable engineering and legal fees. Developer further acknowledges and agrees that in the event Developer fails to perform any of the covenants required by this Agreement, or is otherwise in default hereunder, the Village, in addition to any other remedies it may have, may refuse to issue building permits or certificates of occupancy or may revoke any such permits already issued or may issue a "stopwork" order halting all work on site until such default is remedied.

8. The Developer agrees to indemnify and hold harmless the Village, its officers, employees, consultants, contractors and agents from and against any and all losses, damages, costs and expenses including attorney's fees, liabilities, fines and penalties resulting from any and all claims, proceedings or actions of whatsoever kind or nature whether or not finally adjudicated including any settlement thereof, arising out of or in connection with or on account of any performance of this Agreement and this liability shall survive the termination or expiration of the Agreement.

9. Until such time as all improvements are complete to the reasonable satisfaction of the Village, which shall be evidenced in written form, no certificates of occupancies shall be issued.

10. Until such time as all improvements are complete to the reasonable satisfaction of the Village, which shall be evidenced in written form, Developer shall maintain public liability insurance covering the improvements insuring both the Developer and the Village, said public liability insurance to be in form, content and amount acceptable to the Village, as attached to this Agreement as Schedule "B".

11. *This Agreement is not assignable without the express written consent of both parties.*

12. *This Agreement may be amended only by an instrument in writing signed by the parties hereto.*

13. *If any paragraph or part hereof shall, for any reason, be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or the part thereof so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.*

14. *This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns; and nothing in this Agreement, express or implied, is intended to confer on any other person, any rights, remedies, obligations or liabilities under or by reason of this Agreement.*

15. *It is agreed that any and all terms, provisions and covenants contained in this Agreement shall survive any closing or other transfer of title to the Village.*

***IN WITNESS WHEREOF***, the parties hereto have duly executed this Agreement on the day and year first above written.

Trustee Abbott made a motion, seconded by Trustee Champagne authorizing the Mayor to execute the agreement contingent upon Mr. Oot reviewing the draft agreement. All in favor; motion carried.

**FIRE  
DEPARTMENT**

***OCTOBER FIRE REPORT***

Minoa Fire Department responded to 46 calls for the month of October 2020, 252 standby hours and year to date 1,211 hour of drill completed.

**AMBULANCE**

***OCTOBER RESPONSE REPORT***

Minoa Ambulance responded to 114 call for the month of October 2020.

***AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT WITH SUNY  
UPSTATE MEDICAL UNIVERSITY***

Trustee Champagne made a motion, seconded by Trustee Abbott authorizing Mayor to execute the following AAMC Uniform Clinical Training Affiliation Agreement and Implementation Letter by and between State University of new York on behalf of Upstate Medical University and Minoa Ambulance agreement with SUNY Upstate Medical University, effective September 1, 2020 for a period of five (5) years expiring on October 31, 2025 contingent upon village attorney review and background information provided by Minoa Ambulance Supervisor Ammann. All in favor; motion carried.

**AUDIT OF CLAIMS**

***ABSTRACT 012***

A motion was made by Trustee Christensen and seconded by Trustee Champagne that the claims on Abstract #012 in the amount of General Fund \$120,035.88 (Vouchers 464-

516), Sewer Fund \$11,338.56 (Vouchers 187-207), for a total of \$131,374.44 audited and paid. All in favor; motion carried.

**ATTORNEY'S  
REPORT**

Nothing new to report.

**TRUSTEES'  
REPORT**

Trustee Rinaldi report Mr. David Muraco has decided not to move forward with the Dollar General project at this time.

Trustee Abbott, Christensen and Champagne – nothing new to report.

**MAYORS REPORT**

Mayor Brazill announced the annual tree lighting will take place on December 6<sup>th</sup> at 6pm; there will be no gathering in fire station and the lighting will be videotaped and posted on Facebook. Also announced, Minoa Fire Department Santa detail will take place on Saturday, December 20<sup>th</sup> at 9am.

**PUBLIC COMMENT**

No comments.

**EXECUTIVE  
SESSION**

Trustee Champagne made a motion, seconded by Trustee Abbott 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 7:12pm.

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

Board entered Regular Session at 7:44pm.

**EMPLOYER  
HEALTH  
INSURANCE  
CONTRIBUTION**

Trustee Champagne made a motion, seconded by Trustee Christensen that the employer contribution for health insurance premium change as follows for the calendar year 2021 for all non-union employees:

Single:                      Employer 85% / Employee 15%

Employee + Spouse:      Employer 80% / Employee 20%

Family:                      Employer 80% / Employee 20%

All in favor; motion carried.

**ADJOURNMENT**

A motion was made by Trustee Champagne and seconded by Trustee Christensen to adjourn the village board meeting at 7:47pm. All in favor. Motion carried.

Respectfully submitted,

*Lisa L. DeVona*

Lisa L. DeVona  
Clerk-Treasurer