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**VILLAGE OF MINOA
BOARD OF TRUSTEES
July 16, 2012**

PRESENT: Mayor Richard Donovan
Trustee Abbott
Trustee Brazill
Trustee Champagne
Trustee Christensen
Attorney Primo
Clerk-Treasurer DeVona
Attendant Michael Macko

ALSO John Sears, Jennifer Wing (Eagle Bulletin), Bobbi McClary,
PRESENT: Robert Wolfe, Matt McGarrity

Mayor Donovan opened the meeting at 7:00 p.m. with the Pledge of Allegiance led by Trustee Brazill.

**MS – 4
2012 ANNUAL
REPORT**

Robert Wolfe presented the MS-4 Annual Report for the period ending March 9, 2012 to the board. Mr. Wolfe briefly reviewed the annual process and report and asked those present if there were any questions or comments. John Sears asked Mr. Wolfe if he could review the report and contact him with any questions as he just received the report at this evenings meeting. Mayor Donovan asked Mr. Sears to submit his questions to Clerk DeVona and she would forward them to Mr. Wolfe for comments. With no further comments from the public, Mayor Donovan and the board expressed their thanks to Mr. Wolfe for his time and preparation of the report.

Trustee Christensen made a motion, seconded by Trustee Champagne authorizing the Mayor to execute the MS-4 Annual Report for period ending March 9, 2012 and for the final report to be added to the village website for viewing. All in favor. Motion carried.

Mr. Wolfe excused himself from the meeting at 7:07pm.

**MEETING
MINUTES –
JUNE 18, 2012**

Meeting minutes were tabled.

Mayor Donovan announced Attorney Primo has been delayed and will be here shortly therefore the following agenda items will be discussed when he arrives: LJR Engineering PC, Resolution regarding Fingerprinting process, and the Honeywell proposal.

**RESOLUTION –
NYS
RETIREMENT
STANDARD DAY
REPORTING**

A motion was made by Trustee Champagne and seconded by Trustee Christensen approving the NYS Retirement Standard Work Day and Reporting Resolution RS 2417-A establishing standard work days for elected and appointed officials and will report the days worked to the NYS and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by the officials the clerk of the body and will post on the Village Office bulletin board for a minimum of 30 days. All in favor. Motion carried.

DPW

No new business to report.

**CODE
ENFORCEMENT**

No new business to report.

COURT

No new business to report.

CLERK

No new business to report.

AMBULANCE

No new business to report.

**FIRE
DEPARTMENT**

REQUEST PERMISSION TO ACCEPT STANDARD OPERATING GUIDELINE #1008 – EFFECTIVE AUGUST 1, 2012

Trustee Brazill made a motion, seconded by Trustee Champagne to accept and adopt Standard Operating Guideline #1008, effective August 1, 2012, as written:

Purpose: To clarify the Minoa Fire Department policy on smoking

Scope: The policy shall apply to all members of the Minoa Fire Department

Procedure: 1. The use of any tobacco products including cigars, cigarettes or chewing tobacco, and electronic smokeless cigarettes is prohibited inside of either fire station; 2. Smoking is permitted outside the station behind the apparatus bays. All smoking materials must be disposed of in the proper containers; 3. Smoking is not permitted inside of or on any department vehicle; 4. Smoking is not permitted anywhere while on an emergency incident. This includes staging areas, traffic posts, and standbys at other fire stations; 5. Smoking is not permitted at any department training event or at any public relations/educational events.

All in favor. Motion carried.

Trustee Brazill thanked Chief McGarrity for the operating procedure and guideline.

REQUEST PERMISSION TO DECLARE NON-COMPLIANT EQUIPMENT AS SURPLUS INVENTORY

Trustee Christensen made a motion, seconded by Trustee Abbott to declare 4 MSA MMR Air Packs, 30 Helmets, 18 bunker pants, 24 turnout coats and various miscellaneous items listed on memorandum dated January 17, 2012 as surplus

equipment and non-compliant to fire standard safety codes. All in favor. Motion carried.

LUCY RUSHLO REQUEST PERMISSION TO USE FIRE STATION 2

Trustee Champagne made a motion, seconded by Trustee Christensen to approve the request of Lucy Rushlo to use Fire Station 2 on July 29, 2012 from 2:00pm to 5:00pm for a graduation party. All in favor. Motion carried.

PERMISSION TO SEND ERICH SCHEPP TO NEW HAMPSHIRE, DEPARTMENT OF SAFETY FOR TRAINING

Trustee Champagne made a motion, seconded by Trustee Abbott to approve the training request of Erich Schepp to attend New Hampshire, Department of Safety on September 21, - 23, 2012 at a cost of \$100.00. All in favor. Motion carried.

REQUEST PERMISSION TO SEND RICH WRIGHT & ROB BECKER TO AQUATIC WORLD

Trustee Brazill made a motion, seconded by Trustee Abbott to approve the training request to send Rich Wright and Rob Becker to Aquatic World on July 25, 2012 at a cost of 305.45 per person. All in favor. Motion carried.

REQUEST PERMISISON TO SUBMIT FEMA GRANT APPLICATION FOR EXHAUST SYSTEM – FIRE STATION 2

Trustee Brazill made a motion, seconded by Trustee Abbott to ratify prior approval to submit grant application to FEMA for an exhaust system at Minoa Fire Station 2 in the amount of \$71,988.00. All in favor. Motion carried.

Trustee Brazill stated this grant is a request to receive 95% of the project cost from FEMA with the village contribution being 5% (approximately \$3,599.00).

Attorney Primo arrived at 7:25 pm.

BUILDING & GROUNDS

HONEYWELL PROPOSAL FOR EXISTING BUILDING MANAGEMENT CONTROL SYSTEM

In connection with the proposed Honeywell contract, Village Attorney Steven Primo discussed with the Village Board and Mayor Donovan, recalling for the Board the ongoing issues with the Village municipal building HVAC system plaguing the main office area for the most part since inception. He remarked the Village had repeatedly contacted the original contractor, both during the warranty period and thereafter and efforts to repair the system were not successful. The Village was advised that the system installed was a Honeywell system and that there were inherent problems with the equipment and that our contractor could not get an adequate response from Honeywell, nor was he sure it was a problem Honeywell was actually responsible for. As a result, following a bid process relative to replacement of certain components

of (or the entire if needed) the HVAC system as necessary to make it work, the low bidder with respect to same was for \$51,000. In response to receipt of this bid, Mayor Donovan directly contacted Honeywell who inspected and advised the Mayor that some of the components were in fact Honeywell components, however Honeywell has several tiers of components and apparently the components selected by the prevailing bidder and approved by the Village's project architect at time of construction apparently were not compatible as a working network. The Village's system involves sophisticated electronics and use of a computer controlled system for distribution of heat and electricity. The Mayor, by connecting Honeywell and discussing the problem and the Village's longstanding suffering with the system, was responded to by a Honeywell representative who alone, and then with other technicians, came to the Village, inspected the entire system, determined which components were acceptable and not acceptable, and offering the substitution of certain components would address the difficulty. As a result, a contract has been proposed by Honeywell. A question arose as to whether or not the project had to be bid again and in Attorney Primo's opinion, for several reasons it did not have to.

A strong indicator of why this contract would be an exception to the General Municipal Law §103 competitive bidding requirements is that in addressing the Village's system with selected components and the expertise required to choose, install and made their work properly, this falls on the side of a professional service. The best indicator of that is that Honeywell, the actual manufacturer of the equipment, and having the best expertise, feels they can address this for the contract price \$31,875.00, well less than the low bidder under the contemplated project. Mr. Primo also indicated it was clear from discussions with the Honeywell representative that installation will involve the use of skilled technicians who will introduce the new components to some of the existing equipment and components while removing those components that proved problematic to the system in the past.

For the same reason Honeywell can be considered a sole source provider. The Village really has no choice in attempting to repair a system comprised in part of second and third tier Honeywell produced items with their top quality items. In addition, following installation, for any problems that may occur, in this case it will be Honeywell repairing a Honeywell system installed by Honeywell rather than through an intermediary. It is clearly in the public interest to seek this sole source for a variety of reasons, not the least of which is that Village staff have suffered for several years and not been able to address this problem because of the existence of a "middle man" (contractor)

and prior to that the selection of what now appears as substandard equipment. In this case, Honeywell offers a unique service in the best interest of the Village, and the Village will derive unique benefits due to the fact that the manufacturer of the system will in fact install and service same.

Based on the foregoing, it was moved by Trustee Brazill, seconded by Trustee Christensen, subject to the legal review and approval and permitting discretion to counsel and making changes to the proposed Honeywell contract in the Village's best interest, to approve such contract with Honeywell dated July 10, 2012 with such general and specific conditions as approved by counsel, all in favor. Motion carried.

**LJR
ENGINEERING, PC**

CONFLICT WAIVER IN CONNECTION WITH POTENTIAL SENIOR HOUSING DEVELOPMENT IN THE VILLAGE

Mayor Donovan stated as of today the village has not received an official proposal for the senior housing development; however the developer has been in contact with the Clerk's office regarding procedure. A similar waiver was approved for Alex Wisnewski and LJR for the Minoa Farms development.

Trustee Brazill made a motion, seconded by Trustee Abbott to approve Alex Wisnewski & LJR Engineering's request to act as project engineer for the proposed senior housing project in the Village of Minoa, subject to the following conditions:

That in the event of any dispute between the project developer and the Village of Minoa arising out of/or relating in any way to/or involving the work of LJR or project affected by LJR's work (the foregoing to be determined by the Village Board), LJR will withdraw as project engineer, and with the Village Board's approval continue to serve only as Village Engineers. All in favor. Motion carried.

**RESOLUTION –
VILLAGE POLICY
REGARDING
ACCESS TO AND
USE OF
BACKGROUND
INFORAMTION**

The following resolution as drafted and proposed by the Village Attorney, was moved, seconded and adopted:

WHEREAS, access to criminal history record information ("CHRI") maintained by the (NYS) Division of Criminal Justice Services ("DCJS") for job or license applicants is permitted pursuant to state law, federal law, or local law of a municipality or political subdivision of the state, that specifically provides for fingerprint submission to DCJS; and

WHEREAS, Local Law No. of 2012 of the Village of Minoa was adopted June 4, 2012 by the Village Board of Trustees, establishing the Village of Minoa's authorization to submit non-criminal applicant fingerprint inquires to the DCJS for applicants for full- and part-time employment within the Village of Minoa including, without limitation, Village of Minoa Volunteer Fire Department Members (all classifications of membership); and

WHEREAS, a prerequisite for entering into a service relationship with DCJS is to execute a Use and Dissemination Agreement ("Agreement") which enumerates the terms and conditions governing access to DCJS criminal history files, and sets forth the permissible use of arrest and case disposition

information; and

WHEREAS, the requirements under the Agreement are detailed, with significant penalties and sanctions for the failure to abide by same; and

WHEREAS, the Village Board therefore desires to adopt an affirmative policy relating to the requirements under the Agreement and applicable law, and so as to ensure that any Village offices and ensure that any Village officers and employees subject to the Agreement are specifically aware of its requirements and affirmatively acknowledge, understand and agree to all of its provisions, terms and conditions.

NOW THEREFORE, BE IT RESOLVED, that in connection with, and as provided under the Agreement, all Village employees and offices shall be subject to its terms and conditions and to this policy enacted for guidance in relation to the Agreement, its implementation and administration:

1. All information covered under the Agreement shall be collected, received, uses and reported, in compliance with all applicable state laws and regulations, and all applicable federal laws, regulations, policies and procedures.
2. All inquiries shall be restricted to only those specified in the Agreement.
3. For employment and/or licensing purposes, criminal history record information supplied by DCJS shall be retained only for the duration of the appointment and/or licensing investigation process.
4. Upon completion of the appointment and/or licensing investigation process, all such information must be destroyed in a secure manner so as to preclude unauthorized access/use.
5. For electronic access to be permitted, the Village must have and maintain the necessary computer and associated equipment. In addition to the aforementioned laws, regulations, policies and procedures, there shall also be compliance with the Electronic Access Guidelines contained in the Agreement.
6. Such information shall not be compiled by the Village into a separate data file for inquiry or access or secondary dissemination of any kind.
7. The security of criminal history record information that is contained in either printed or electronic form must be protected at all times. Accordingly, all terminals, printers and other electronic devices which allow access to criminal history record information must be in secure locations within the confines of the Village. Access to the locations must be restricted to authorized employees, or visitors - such as vendors - necessary for business purposes. Visitors to such areas of computer sites or terminal areas must be accompanied by Village staff at all times.
8. All personnel must be familiar with, and adhere to, 42 U.S.C. §3789g and the applicable regulations (see, 28 CFR Part 20; Appendix C) and, when applicable, the CJIS Security Policy Issuances, National Crime Information Center (NCIC) Manual and the III Operational and Technical Manual, which are incorporated into this Agreement by reference. All personnel shall be familiar with, and ensure adherence to, all physical and personnel security, and other relevant provisions, as specified in the Electronic Access Guidelines in the Agreement. This includes, but is not limited to, provisions concerning the confidentiality of criminal history record information and the physical security of terminals enabled to electronically access the files of DCJS and, if applicable, CJIS.
9. Records that support and justify criminal history record inquiries must be made available to DCJS and, if applicable, CJIS for the purpose of conducting routine, periodic audits to ensure compliance with all applicable laws, regulations, policies and procedures regarding the information furnished by DCJS, and/or CJIS pursuant to this Agreement.
10. Such records as DCJS may require including a log of all non-

fingerprint inquiries, whether made by electronic and non-electronic means, to facilitate audits must be maintained by and at Village. The log will reflect, at a minimum, a record of each inquiry showing the date, time, name of subject, specific reason for the inquiry, file or case number, name of person requesting the inquiry and the terminal operator. In those cases for which an inquiry is made on behalf of another authorized agency, the ORI code of the requesting agency must be recorded. Fingerprint-based inquiries need not be logged.

11. A Terminal Agency Coordinator (TAC) as appointed by duly adopted resolution of the Village Board, and who will be responsible for ensuring compliance with DCJS and, if applicable, CJIS regulations and policies shall be Lisa DeVona for the duration of the current Village official year. The TAC will (a) train and affirm the proficiency of terminal operators who access the criminal history files of DCJS, and, if applicable, the criminal history record files of CJIS, prior to the operator being permitted access, (b) ensure that DCJS-approved training of each terminal operator has been completed and will maintain each operator's certification attesting to such training for audit purposes, and (c) maintain a complete, accurate, and up-to-date listing of all terminal operators and their user identifications.
12. The Village Clerk-Treasurer shall officially notify DCJS of the foregoing appointment of the TAC by submitting a form supplied by DCJS. The Village agrees to provide sufficient time during normal business hours for the TAC to perform the duties and responsibilities associated with the position, as explained in the *TAC Guidelines (DCJS-EXT 2422)*.
13. A fingerprint-based criminal history record/fugitive file searches by submitting fingerprints and the required state, and if applicable, federal fee(s) in accordance with DCJS and CJIS criteria shall be conducted upon initial assignment or employment of all personnel who will have access to DCJS or CJIS criminal history record data, including programmers, technicians and other persons who will be utilized to effectuate access to, or initiate transmission of, DCJS or CJIS data.
14. No access whatsoever shall be permitted until the Village receives and reviews the fingerprint-based search results and makes a determination if access/employment is appropriate.
15. If a felony conviction of any kind is found, access shall be denied DCJS' Office of Criminal Justice Operations (OCJO) shall be immediately notified. Access by an individual with a felony conviction to CJIS information shall be determined pursuant to the federal CJIS Security Policy v. 5.0, December 2011, (Personnel Security Policy and Procedures 5.12.1) and any subsequent relevant updates to this Policy; and access to NYS only criminal history information shall be determined upon a review and determination by the DCJS Commissioner or his or her designee.
16. OCJO shall be notified if, subsequent to access approval, an individual is arrest and such arrest results in a felony conviction, and a review of the individual's access shall be conducted in the manner outlined above.
17. The Information Security Breach and Notification Act (ISBNA) (General Business Law, §889-aa; State Technology Law, §208), requires that state entities, persons or businesses which do business in New York disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization.
18. All personnel must comply with the provisions of the ISBNA and the terms contained herein with respect to any private information (as defined in ISBNA) received by Village under the Agreement that is within the control of the Village either on the DCJS information security systems or the Village's information security systems

(System).

19. In the event of a breach of the security of the System, i.e., the unauthorized acquisition of unencrypted computerized *data with private information* (as defined by ISBNA), the Information Security Officer (ISO) of DCJS of any breach of the security of the System shall be notified immediately following discovery of such breach.
20. In the event a breach has occurred, an investigation, in cooperation with the ISO of DCJS, must be commenced to determine the scope of the breach and to restore the security of the System to prevent any further breaches.
21. Except as otherwise instructed by the ISO of DCJS, all personnel, to the fullest extent possible, shall first consult with and receive authorization from the ISO of DCJS prior to notifying the State Consumer Protection Board, the Office of the Attorney General or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. DCJS shall be responsible for providing the notice to all such required recipients and for all costs associated with providing such notice.
22. Inquiries for employment and/or licensing purposes via telephone, computer to computer, remote terminal, correspondence or other methods of non-fingerprint inquiry are prohibited. Fingerprints must be submitted for employment and/or licensing purposes.
23. Secondary dissemination of criminal history record information received from DCJS and/or CJIS is not permitted for any reason unless specifically authorized by law. Secondary dissemination means the transmission of criminal history record information in any form, printed or otherwise, to another agency or individual.
24. If there is a subsequent need for criminal history record information pertaining to an individual for whom a previous inquiry was made, a new inquiry must be submitted to DCJS to ensure that it has the most up-to-date, complete and accurate criminal history record report available for that individual.
25. A previously obtained criminal history record should never be used again in connection with an extension of the original purpose, or in connection with a new and different purpose. It should be retained only so long as is necessary to document the circumstances of the case/investigation at the time of the inquiry.
26. Any criminal history record information electronically extracted and saved in a separate report shall not be used in lieu of submitting a new inquiry to DCJS.
27. The names and NYSID numbers of individuals whose fingerprint cards were sent to DCJS for identification processing and retention, but whose applications were not approved for employment or licensure by the Village, as well as the names and NYSID numbers of individuals who subsequently left the employment situation or relinquished the licensure must be forwarded to DCJS at the end of every calendar year.

Upon motion made by Trustee Brazill, and seconded by Trustee Christensen, the question of adoption of the foregoing Resolution was put to a roll call, which resulted as follows:

| | |
|---------------------------|-----|
| Richard Donovan, Mayor | aye |
| William Brazill, Trustee | aye |
| John Champagne, Trustee | aye |
| Eric Christensen, Trustee | aye |
| John Abbott, Trustee | aye |

WTP / CERF***RATIFY PRIOR APPROVAL TO DELCARE 1985 INTERNATIONAL DUMP TRUCK AS SURPLUS EQUIPMENT***

Trustee Christensen made a motion, seconded by Trustee Champagne to declare the 1985 International Dump Truck (VIN# 1HYLDTVR7FHA59993) as surplus equipment and authorizes Steve Giarrusso to dispose of the vehicle at Metallico Scrap Metal. All in favor. Motion carried.

PURCHASE OF USED EQUIPMENT PER PROCUREMENT POLICY

Trustee Champagne made a motion, seconded by Trustee Christensen to approve the purchase of used equipment from Alrick Press for WTF/CERF project per procurement policy. All in favor. Motion carried.

PERMISSION TO SEND LETTER OF SUPPORT FOR GRANT APPLICATION BEING MADE BY SUNY ESF

Trustee Christensen made a motion, seconded by Trustee Abbott authorizing the Mayor to send a Letter of Support for grant application, "Integrated Production and Utilization of Willow Biomass and Forest Hardwoods for Bio-fuels and Bio-products" begin made by SUNY ESF. All in favor. Motion carried.

**TRUSTEES'
REPORT**

Trustee Champagne reported a one of the pump houses was clogged; it has been cleaned out and is back on-line. He also extended a thank you to Trustee Brazill and the Fire Department for time and preparation put in on the Wounded Warrior Ride and that it was unfortunate that the weather didn't cooperate.

Trustee Christensen thanked Trustee Brazill for a job well done on the Wounded Warrior Ride as well.

Trustee Abbott reminded everyone of the Police Benevolent Association annual golf tournament was Friday, August 3, 2012 at the Link's.

Trustee Brazill reported that approximately 230 motorcycles attended the Wounded Warrior Ride and it was unfortunate the weather didn't cooperate but the organizers have already asked the village to host next year's ride which will be on July 6, 2013.

MAYOR'S REPORT

Mayor Donovan reported he has been attending other village board meetings encouraging their participation in the Mayor's Association meetings in hopes of boosting attendance at the monthly meetings.

Mayor Donovan thanked the DPW for an excellent job on the renovation and reconfiguration of the new training room and bunk room quarters in the municipal building.

Mayor Donovan also thanked Trustee Brazill on a job well done in the

preparation and planning of the Wounded Warrior Ride and looks forward to next year.

**ATTORNEY'S
REPORT**

Nothing new to report.

**AUDIT OF
CLAIMS**

A motion was made by Trustee Champagne and seconded by Trustee Christensen that ,claims on Abstract #003 in the amounts of General Fund - \$186,963.96 (Vouchers 068 - 137) and Sewer Fund – \$7,643.48 (Vouchers 046 - 055) for a total of \$194,607.44 audited and paid. All in favor. Motion carried.

**PUBLIC
COMMENTS**

There were no comments from the public.

ADJOURNMENT

A motion was made by Trustee Champagne and seconded by Trustee Christensen to adjourn the village board meeting at 7:55 pm. All in favor. Motion carried.

Respectfully submitted,

Lisa DeVona

Lisa L. DeVona
Clerk-Treasurer