

DISTRIBUTION LIST

Richard Donovan, Mayor
William Brazill, Trustee
Ronald Cronk, Trustee
John Champagne, Trustee
Eric Christensen, Trustee
Thomas Petterelli, DPW Superintendent
Janet Stanley, Justice
Richard J. Greene, Codes Enforcement Officer
Chief Pat Flannery
Koagel & Vincentini
Minoa Library

EMAIL DISTRIBUTION LIST

Steven Primo, Attorney
Keith Brandis, Paramedic Supervisor
Town of Manlius
Village of Fayetteville
Donna DeSiato, Superintendent ESM School District
Manlius Historical Society
John Regan

**VILLAGE OF MINOA
BOARD OF TRUSTEES
SEPTEMBER 7, 2010**

The regularly re-scheduled meeting of the Village Board of the Village of Minoa was held at the Municipal Building in the Village Board Room, 240 N. Main St, on September 7, 2010.

PRESENT: Mayor Donovan
Trustee Brazill
Trustee Cronk
Trustee Champagne
Trustee Christensen
Clerk/Treasurer Snider

ABSENT: Attorney Primo

ALSO Dan DeLucia and Thomas Petterelli

PRESENT:

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

MINUTES OF VILLAGE BOARD MEETING – AUGUST 16, 2010 A motion was made by Trustee Christensen and seconded by Trustee Brazill to accept the minutes of the August 16, 2010 Village Board Meeting as recorded. All in favor. Motion carried.

MINUTES OF VILLAGE BOARD MEETING – AUGUST 31, 2010 A motion was made by Trustee Cronk and seconded by Trustee Brazill to accept the minutes of the August 31, 2010 Village Board Meeting as recorded. All in favor. Motion carried.

UNSAFE BUILDING PROCEEDING / 312 S. MAIN STREET Tabled

**NATIONAL GRID /
LOCAL MUNICIPAL
GROSS RECEIPTS TAX
AMENDED
SETTLEMENT
AGREEMENT**

Mayor Donovan said that he spoke with Attorney Primo that afternoon and he, along with NYCOM, agreed that the agreement was reasonable and favorable for the Village of Minoa and could be accepted.

A motion was made by Trustee Brazill and seconded by Trustee Champagne empowering Mayor Donovan to sign the Settlement Agreement with National Grid regarding local Gross Receipts Taxes waiving their claim for a refund of overpaid taxes to the Village of Minoa for the period from September 1, 2005 to August 31, 2008 and the Village waives its claim to any payments owed to the Village prior to December 1, 2009 and the agreement is attached hereto as Schedule "A". All in favor. Motion carried.

**MINOA FARMS PART
TWO, PHASE 3B
ACCEPTANCE RE-
AFFIRMATION**

Mayor Donovan said the developer for Minoa Farms needs a resolution to submit to the planners at National Grid for the installation of the infrastructure. Mayor Donovan said he spoke with Attorney Primo and said the exact language of the long form of the draft final resolution (which would incorporate the more or less "boilerplate" provisions of the prior resolutions and conditions relating to the entire development e.g. security, punch list items etc.) still needed to be finalized between Attorney Primo and Attorney Shulman. However, the Board could nevertheless consider issuance of final subdivision plat approval at this time.

Mayor Donovan said the original Minoa Farms Phase 3A and 3B construction drawings were previously approved on July 13, 2009. That in effect was the only outstanding issue relating to the final plat approval i.e. of the construction drawings (the present confusion relating to the fact that this Phase, originally Phase 3, had been split into two phases after the original consideration). As such, and based on his conversation earlier that day with Attorney Primo, Mayor Donovan said Attorney Primo recommended the Village Board confirm the prior negative SEQRA declaration and reaffirm the acceptance/approval of the final plat such that this resolution can be provided to National Grid for the infrastructure installation.

SEQR RESOLUTION

A motion was made by Trustee Champagne and seconded by Trustee Cronk reaffirming the prior SEQRA negative declaration for the project generally and as relates to the Section 2, Phase 3B final plat/construction drawings, specifically that prepared by DW Hannig, L.S. P.C. of Minoa Farms, Section II /Phase 3B dated 6/24/10 and last revised 8/24/10. All in favor. Motion carried.

A motion was made by Trustee Christensen and seconded by Trustee Brazill for approval of such final plat /construction drawings subject to same being incorporated in the same long format resolution containing the overall subdivision conditions and requirements as the prior resolutions relating to the development generally and the various sections/phases of same (to the extent still outstanding and/or otherwise applicable) All in favor. Motion carried.

Mayor Donovan said the developer needs this resolution to submit to the planners at National Grid for the installation of the infrastructure.

**RESULTS OF \$69,000
BAN RENEWAL**

For information only, Mayor Donovan reported that Clerk/Treasurer Snider received the following BAN rates for a \$69,000 BAN Renewal: JP Morgan Chase 2.5% and Solvay Bank

1.5% (successful bidder).

**RESULTS OF \$255,000
NEW BAN**

For information only, Mayor Donovan reported that Clerk/Treasurer Snider received the following BAN rates for a \$255,000 new BAN for the purchase of a CNG trash truck, two DPW pick-up trucks and a trailer: JP Morgan Chase 1.32% (successful bidder) and Solvay Bank 1.5%.

**ESM YOUTH SPORTS
AGREEMENT / 2010-
2011**

A motion was made by Trustee Christensen and seconded by Trustee Champagne authorizing Mayor Donovan to sign the 2010-2011 ESM Youth Sports Agreement in the amount of \$4,500.00 and authorizes the Treasurer to make the first payment in the amount of \$2,250.00 upon the execution of the agreement and the remaining \$2,250.00 on March 1, 2011. All in favor. Motion carried.

**OCWA HYDRANT
INSTALLATION /
MINOA FARMS /
BERESFORD LANE**

A motion was made by Trustee Champagne and seconded by Trustee Christensen giving permission for Mayor Donovan to sign OCWA's Application for Fire Hydrants for the installation of a hydrant #12673 on Beresford Lane, Section 3B in Minoa Farms, with an annual hydrant maintenance rate of \$61.61. All in favor. Motion carried.

**OCWA WATER MAIN
INSTALLATION /
MINOA FARMS /
BERESFORD LANE**

A motion was made by Trustee Champagne and seconded by Trustee Christensen giving permission for Mayor Donovan to sign and approve OCWA's request to install 365' of 8" DICL water main and appurtenances on Beresford Lane, Section 3B in Minoa Farms, map file #1745, sheet 16, tract map #427, dated August 17, 2010. All in favor. Motion carried.

AMBULANCE

Nothing to report

FIRE DEPARTMENT

Nothing to report.

DPW

***PERMISSION TO ATTEND FALL 2010 HIGHWAY SCHOOL PLANNING
COMMITTEE MEETING***

A motion was made by Trustee Cronk and seconded by Trustee Champagne giving permission for Thomas Petterelli to attend the Fall 2010 Highway School Planning Committee Meeting in Oneonta, NY on October 14, 2010 at no cost. All in favor. Motion carried.

***PERMISSION TO ATTEND STORMWATER TRAINING FOR MUNICIPAL HIGHWAY
AND DPW STAFF***

A motion was made by Trustee Cronk and seconded by Trustee Champagne giving permission for Michael Murnane and James Landry to attend the Stormwater Training for Municipal Highway and Department of Public Works Staff on September 29, 2010, DeWitt Town Hall at no cost. All in favor. Motion carried.

PERMISSION TO ATTEND 2010 NYCOM PUBLIC WORKS TRAINING SCHOOL

A motion was made by Trustee Christensen and seconded by Trustee Champagne giving permission to Thomas Petterelli and Mayor Donovan to attend the 2010 NYCOM Public Works Training School to be held at the High Peaks Resort, Lake Placid, NY, October 18-20, 2010 at a cost of \$230.00 registration and \$245.00 per night, plus travel expenses. All in favor. Motion carried.

WWTF***PERMISSION TO ATTEND NRWA PUMP CALIBRATIONS CLASS***

A motion was made by Trustee Champagne and seconded by Trustee Christensen giving permission for Steven Giarrusso and Patrick Meehan to attend the New York Rural Water Associations Pump Calibrations Class on October 14, 2010, Vernon, NY at a cost of \$75.00 per person. All in favor. Motion carried.

PERMISSION TO ATTEND PUMP MECHANICS CLASS

A motion was made by Trustee Champagne and seconded by Trustee Christensen giving permission for Patrick Meehan to attend the Pump Mechanics Class on September 9, 2010, Oswego, NY at a cost of \$41.00 per person. All in favor. Motion carried.

TRUSTEES' REPORT***PERMISSION TO ATTEND ESM GREEN COMMUNITY MEETING***

A motion was made by Mayor Donovan and seconded Trustee Champagne giving permission for Mayor Donovan, Trustee Champagne, Thomas Petterelli and Steven Giarrusso to attend the Green Community Meeting on September 28, 2010 at 3:30 p.m., Syracuse, NY at no cost. All in favor. Motion carried.

Trustee Christensen had nothing to report.

Trustee Cronk said that his next Town of Manlius Police Committee meeting is scheduled for September 22, 2010 and they are discussing the budget. He said the Town of Manlius Police will hold a Car Safety Seat Fit Station demonstration on September 25, 2010 from 11 a.m. to 2 p.m. in the rear parking lot of the Municipal Building by the Library entrance.

Trustee Cronk said that the Village of Minoa created a time capsule thirty-four years ago located in Lewis Park and is scheduled to be opened in sixteen years in 2044. Trustee Cronk suggested that the time capsule be included in the Annual Organizational Meeting so that it is not forgotten and the Village Board agreed. Trustee Cronk said the Methodist United Church of Minoa has a 25 year time capsule opening on Sunday, September 19, 2010 with a dinner to follow to celebrate their 175th anniversary.

Trustee Brazill said the 100th year anniversary for the Village of Minoa is 2013 and said a committee should be formed to plan the celebration. Discussion ensued regarding holding the celebration in January or in the summer due to the weather. Trustee Brazill asked the Board to give it their consideration and provide him with any suggestions.

Trustee Brazill reminded the Board that the Minoa Fire Department's Casino Night is scheduled for September 11, 2010 at 7:00 p.m. and it is \$20.00 per person.

Trustee Brazill said the committee reviewing the RFP for fire protection is in the process of interviewing the submissions via conference calls and will forward their recommendations to their respective Boards for consideration and/or approval. He said there were six original submissions, two have backed out and they now have four companies to interview.

MAYOR'S REPORT

Mayor Donovan said the ESM Green Community Meeting is an offshoot of the wetland digester project and Dr. DeSiato is committed in the K-12 program and said that advanced

students will eventually become involved with the WWTF testing. Mayor Donovan said that Steven Sturick has been an intern from ESM over the past few summers and has done a great job, which has resulted in real life experience that will contribute to his college applications.

Mayor Donovan said he met with the Limestone and Butternut Creek committee to work on cleaning out the creeks with neighboring villages and towns. Mayor Donovan said they have consulted with Gerber Topsoil based on their experience in cleaning out creeks and the laws/regulations with regard to the DEC. Mayor Donovan said there might be a proposal from Gerber Topsoil and will forward the information to the appropriate boards.

Mayor Donovan said the MS4 Coalition members of Onondaga County are still meeting to work on bylaws, Executive Committee, and eligible municipalities. He said the group would be providing written educational material based on new requirements. Mayor Donovan said there will be a membership cost that will provide low-cost engineering expertise for site inspections and basic engineering services. He said the cost of the program would be split evenly between the municipalities and additional engineering costs would be for each municipality as utilized.

Trustee Cronk asked Mayor Donovan if the FEMA flood maps had been finalized. Mayor Donovan said that final comments could be made throughout September 2010. He said the Village of Minoa had numerous properties removed from the flood map and plans to work w/ FEMA on finding cost reduction support for property owners that are newly required to purchase flood insurance. He said the properties around Minoa Farms have been removed from the map based on the construction of the subdivision and the bulk of the flooding problems are now on the north side of the Village. Mayor Donovan said that he had previously discussed a detention basin near Windebank Lane, but the problem is that the area is too flat to support a detention basin. He said it has been difficult for residents w/ the heavy rains recently. Discussion ensued regarding excessive rain damage history and areas around Onondaga County affected by heavy rains.

Mayor Donovan said that the Onondaga County Legislature is in the process of considering a County Fire Department to run the area departments and there was a report on the news that evening.

Mayor Donovan acknowledged Trustee Cronk for presenting him with a historical binder formerly owned by Elaine Elderbroom, South Central Avenue, which was gifted to the Village of Minoa. Mayor Donovan suggested to Trustee Brazill that he include an item in the next newsletter encouraging residents to donate historical items to the Village of Minoa and advertise for interested volunteers to participate in the Minoa Historical Society.

ATTORNEY'S REPORT Not available.

TREASURER'S REPORT – JULY 2010 A motion was made by Trustee Brazill and seconded by Trustee Christensen to accept the Treasurer's Report for the month of July 2010 as recorded. All in favor. Motion carried.

AUDIT CLAIMS

A motion was made by Trustee Cronk and seconded by Trustee Brazill that claims on Abstract # 7 in the amounts of General Fund - \$78,028.04 (Vouchers 249-292); and Sewer Fund – \$6,732.73 (Vouchers 088-103) for a total of \$84,760.77 be audited and paid. All in favor. Motion carried.

PUBLIC COMMENTS

Let the record show that there were no comments from the public.

ADJOURNMENT

A motion was made by Trustee Christensen and seconded by Trustee Champagne that the Village Board Meeting be adjourned at 7:38 p.m. All in favor. Motion carried.

Respectfully submitted,

Suzanne M. Snider

Suzanne M. Snider

Village Clerk/Treasurer

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between Niagara Mohawk Power Corporation d/b/a National Grid (hereinafter "National Grid") and Village of Minoa (hereinafter "Settling Municipality");

WHEREAS, Settling Municipality's code contains a provision imposing local Gross Receipts Taxes ("Local GRT") pursuant to General City Law §20-b or Village Law §5-530 on certain purchases of certain commodities; and

WHEREAS, when a customer purchases the commodity from an Energy Supply Company ("ESCO"), the commodity is sold by an ESCO, whereas the delivery service is provided by National Grid; and

WHEREAS, in every electric ESCO transaction and in almost every natural gas ESCO transaction, it is National Grid's position that the sale of the commodity to the consumer occurs outside the municipal boundaries; and

WHEREAS, National Grid and Settling Municipality dispute whether Local GRT applies to the delivery portion of ESCO transactions; and

WHEREAS, in December of 2008 National Grid requested refunds of what National Grid considers to be improperly remitted Local GRT which was attributable to delivery of commodities purchased from ESCOs; and

WHEREAS, effective December 2008, National Grid recalculated its reportable revenues and discontinued what National Grid considers to be mistaken and improper payment of Local GRT on the delivery portion of ESCO transactions; and

WHEREAS, National Grid's Tariff leaves in effect in December 2008 did not permit National Grid to recover taxes on the delivery portion of ESCO transactions and, as such, did not remit such payments to local municipalities; and

WHEREAS, National Grid's Amended Tariff leaves were approved effective December 1, 2009, permitting National Grid to collect Local GRT on the delivery portion of ESCO transactions; and

WHEREAS, effective December 1, 2009, National Grid's Electric and Gas tariffs permit it to collect Local GRT on the delivery portion of ESCO transactions. National Grid is currently collecting such taxes and National Grid is subsequently remitting such taxes "under protest" beginning with the first quarterly payment due in 2010; and

WHEREAS, the Parties hereto seek to resolve all issues concerning the applicability, assessment, collection and/or payment of Settling Municipality's

assessment of Local GRT on the delivery portion of natural gas and electricity ESCO transactions.

NOW, THEREFORE, in consideration of the mutual promises and agreements made by the Parties herein and other good and valuable consideration, including, but not limited to, the surrender of rights which the Parties may have against each other as set forth herein, the Parties hereby agree as follows:

A. SETTLEMENT TERMS.

1. Subject to the provisions set forth in Section B of this Agreement, National Grid agrees to pay Settling Municipality's Local GRT on the delivery portion of natural gas and electricity ESCO transactions prospectively and agrees not to commence a proceeding to challenge the validity and applicability of Settling Municipality's assessment of Local GRT on the delivery portion of natural gas and electricity ESCO transactions;
2. National Grid agrees to waive its claim for a refund of Local GRT on the delivery portion of any natural gas and electricity ESCO transactions paid to Settling Municipality for the period from September 1, 2005 to August 31, 2008;
3. Settling Municipality agrees to waive its claim to any payments of Local GRT on the delivery portion of any natural gas and electricity ESCO transactions for the period prior to December 1, 2009; and
4. Subject to the provisions set forth in Section B of this Agreement, National Grid and Settling Municipality agree to mutually release, defend, indemnify and hold each other harmless from and against any and all claims relating to the applicability, assessment, collection and/or payment of Settling Municipality's Local GRT on the delivery portion of natural gas and electricity ESCO transactions prior to December 1, 2009.
5. National Grid agrees, to the extent possible, and to the extent permitted by law, statute, rule, regulation, judicial decision, or administrative determination or order, that any amendment or modification of its Electric and Gas tariffs effective December 1, 2009, which permit National Grid to collect Local GRT on the delivery portion of ESCO transactions, will be communicated to any affected municipality by National Grid.

B. CONDITIONS SUBSEQUENT.

1. Should any municipality seek to enforce the applicability of its Local GRT (including, but not limited to, Settling Municipality's Local GRT) to the delivery portion of natural gas and electricity ESCO transactions, National Grid reserves its rights to defend fully against such actions, including, but not limited to, the right to challenge the applicability of Local GRT to the delivery

service provided by gas and electric utilities to customers obtaining energy commodities from another supplier.

2. Should Settling Municipality breach this Agreement or otherwise act in contravention of the terms of this Agreement, National Grid reserves its rights to enforce this Agreement and to challenge the applicability of Local GRT (including, but not limited to, Settling Municipality's Local GRT) to the delivery service provided by gas and electric utilities to customers obtaining energy commodities from another supplier. Additionally, should National Grid breach this Agreement or otherwise act in contravention to the terms of this Agreement, Settling Municipality reserves its rights to enforce this Agreement and to defend the applicability of Local GRT (including, but not limited to, Settling Municipality's Local GRT) to the delivery service provided by gas and electric utilities to customers obtaining energy commodities from another supplier.

3. In the event a judicial decision, administrative determination or order, regulation, statute, or local law, or other provision is issued or otherwise becomes effective after the execution of this Agreement by all parties, providing and/or determining that Local GRT is not applicable to delivery service provided by gas and electric utilities to customers obtaining energy commodities from another supplier, or should the PSC otherwise deny National Grid recovery of the cost of Local GRT that it pays to a municipality, National Grid reserves the right to challenge the validity and applicability of Local GRT (including, but not limited to, Settling Municipality's Local GRT) on the delivery portion of natural gas and electricity ESCO transactions of any settling municipality, and the municipality reserves its right to defend the applicability of its Local GRT, retroactive to December 1, 2009.

C. **GOVERNING LAW.** This Agreement is governed by and shall be construed in accordance with the laws of the State of New York.

D. **BINDING EFFECT.** The Parties acknowledge and agree that this Agreement shall be binding upon, inure to the benefit of, and be enforceable against the parties and their respective successors, assigns, affiliates, parents, subsidiaries, agents, servants, officers, directors, employees, and representatives.

E. **MISCELLANEOUS.**

1. **Entire Agreement; Modifications.** This Agreement constitutes the entire understanding of the Parties with respect to the matters set forth herein and supersedes all prior and contemporaneous written or oral understandings between the Parties with respect thereto. No amendment, modification, or waiver of any of the provisions of this Agreement shall be valid unless set forth in a written instrument signed by all the Parties hereto.

2. ~~No Waiver. No waiver by any party to this Agreement of any provision hereof, and no failure by any party to exercise any of that party's rights or remedies hereunder, shall be deemed to constitute a waiver of such a provision, right, or remedy in the future, or of any other provision, right, or remedy hereunder, unless that waiver shall be set forth in a written instrument signed by the party against whom that waiver is sought to be enforced.~~

3. Mutual Warranty. Each party represents and warrants that this Agreement is a legal, valid, and binding agreement, enforceable against that party in accordance with its terms, and that the individual signing the Agreement has the requisite authority to sign on behalf of that party.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

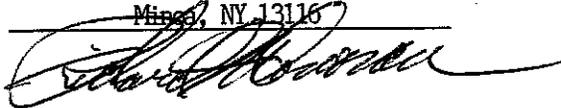
5. Construction of Agreement. This Agreement shall be construed without regard to the party or Parties responsible for the preparation of the same and shall be deemed as prepared jointly by the Parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any party hereto.

6. Notices. All notices required under this Agreement shall be given as follows (or to such other address(es)) for a party as shall be specified by future written notice):

To: Niagara Mohawk Power Corporation
d/b/a National Grid
Susan Crossett
Vice President
300 Erie Boulevard West
Syracuse, NY 13202

To: Village of Minoa
(Municipality)
(Name) Richard J. Donovan
(Title) Mayor
(Address) 240 N. Main Street
Minoa, NY 13116

Agreed to this 8th day of September, 2010



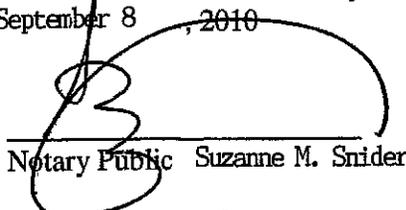
Susan Crossett
Vice President
Niagara Mohawk Power Corporation
d/b/a National Grid

(Name)
(Title) _____
(Municipality) _____

Sworn to before me this _____ day of _____, 2010

Sworn to before me this _____ day of _____, 2010

Notary Public



Notary Public Suzanne M. Snider

Revised Settlement Agreement
Sept. 2, 2010

SUZANNE M. SNIDER
Notary Public, State of New York
Qualified in Onondaga County
No. 01SN6163090
My Commission Expires Mar. 19, 2011