

VILLAGE OF MINOA
WWW.VILLAGEOFMINOA.COM
BOARD OF TRUSTEES
October 2, 2023

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

ALSO PRESENT: Mike Macko, Jeremiah Butchko, DPW Superintendent
Tom Petterelli, Fire Chief Don Grevelding, Joe Woodworth, Jeff, Christina and Joshua Peterson, Robert Krol

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

**2024 LAKE EFFECT
QUARTER AND
HALF MARATHON**

Trustee Christensen made a motion, seconded by Trustee Schepp to approve 2024 Lake Effect Half and Quarter Marathon in village on Saturday, February 17, 2024. All in favor; motion carried.

For more race details and sign up information, please visit <https://www.lakeeffecthalfmarathon.com/>

**CLERK-
TREASURER**

MEETING MINUTES – SEPTEMBER 5, 2023

Trustee Abbott made a motion, seconded by Trustee Schepp to approve the September 5, 2023 meeting minutes as submitted. All in favor; motion carried.

**DRAFT LL#6 FOR
2023
AMENDING CHAPTER
124 SEWERS,
SPECIALLY THE
REGULATIONS
APPLICABLE TO
PAYMENT OF SEWER
RENTS**

DISCUSSION – SEWER RENTS ON VILLAGE TAX BILLS AND DRAFT LOCAL LAW

Trustee Christensen made a motion, seconded by Trustee Schepp to schedule a public hearing on October 16, 2023 at 6:30pm for local Law 6 for 2023 Amending Chapter 124 entitled Sewers of the Village Code specially the regulations applicable to the payment of sewer rents. All in favor; motion carried.

OCEBA DENTAL MONTHLY EXPERIENCE REPORT FOR PERIOD ENDING JULY 31, 2023

Trustee Schepp made a motion, seconded by Trustee Christensen to accept and acknowledge receipt of OCEBA Dental Monthly Experience report for period ending July 31, 2023. All in favor; motion carried.

RESOLUTION – GREATER TOMPKINS COUNTY HEALTH INSURANCE 2023 AMENDMENT TO MUNICIPAL COOPERATION AGREEMENT AND SIGNATURE DOCUMENT TO APPROVE MCA YEARLY

Trustee Champagne made a motion, seconded by Trustee Abbott to authorize Mayor to sign Greater Tompkins County Health Insurance 2023 Amendment to Municipal Cooperation Agreement and Signature Document to approve MCA yearly: **Approval of the 2023 and Future Amendments to the Municipal Cooperative Agreement (MCA) for the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC)**

WHEREAS, the (municipality) Village of Minoa, as a member of Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC), must approve any changes to the GTCMHIC Municipal Cooperative Agreement (MCA) by resolution, and

WHEREAS, GTCMHIC must amend the MCA annually when any new members are approved at the Annual Board of Directors meeting, and

WHEREAS, from time-to-time other changes are made to the MCA as necessary and when changes are made, they are reported at the Annual Meeting with membership approval, now therefore be it,

RESOLVED, until rescinded by resolution our current presiding elected official is approved to sign, without further action, any GTCMHIC MCA updates that have been advanced at the GTCMHIC Board of Directors meetings and approved by the Department of Financial Services, and

FURTHER RESOLVED, The GTCMHIC is directed to keep this resolution on file to accompany any current presiding elected official signatures to amended MCA changes.

All in favor; motion carried.

VILLAGE OFFICE HOURS

Trustee Champagne made a motion, seconded by Trustee Abbott to approve the request to change Village Office Hours permanently to Monday through Thursday, 7:45 am – 3:30pm and Friday's 7:45am to 12:30pm.

All in favor; motion carried.

**LOT LINE
ADJUSTMENT
108 MINOA LAKES
DRIVE, LOT #168**

Lot Line Adjustment – 108 Minoa Lakes Drive, Lot #168

Attorney Hills presented a lot line adjustment for Lot #168, 108 Minoa Lakes Drive for approximately 10' of the neighboring property Lot #169 to be added to Lot #168. Lot #168 is currently owned by Jeff and Christina Peterson with plans to purchase Lot #169 when it becomes available.

Trustee Champagne made a motion seconded by Trustee Christensen to approve the Lot Line Adjustment for Lot #168, 108 Minoa Lakes Drive as submitted and presented by Attorney Hills. All in favor; motion carried.

**RPNY4 SOLAR,
LLC**

***AUTHORIZATION FOR MAYOR TO EXECUTE AMENDMENT #1 TO
HOST COMMUNITY AGREEMENT***

Trustee Champagne made a motion, seconded by Trustee Christensen to authorizing Mayor to execute First Amendment To Host Community Agreement:

This FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT (the “Amendment”), dated as of the latest date of signature below (the “Effective Date”), by and between the **VILLAGE OF MINOA**, a municipal corporation existing under the laws of the State of New York (“Village”), and **RPNY SOLAR 4, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York (“Company”, and together with the Village, the “Parties”).

WHEREAS, Village and Company entered into that certain Host Community Agreement, effective as of October 17, 2022 (“Agreement”); and

WHEREAS, Village and Company agree to modify certain terms of the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations contained herein, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used herein which are not defined herein shall have the meanings ascribed to each in the Agreement.
2. PILOT Rate Definition. The definition of “PILOT Rate” is deleted in its entirety.
3. Section 3.2 Term. The second sentence of this Section is deleted in its entirety and replaced with the following provision: It is the intent of the Parties that this Agreement cover the tax years starting with the 2024 Village tax roll and 2024-2025 fiscal period.
4. Section 4.1(a)(3) Village Rate Adjustment. Section 4.1(a)(3) is deleted in its entirety.
5. Section 4.1(b)(3) Village Lump Sum Adjustment. Section 4.1(b)(3) is deleted in its entirety.
6. Section 5.1 Termination. Section 5.1 is deleted in its entirety.

7. Miscellaneous.
- a. Entire Agreement. The Agreement, as modified by this Amendment, sets forth all agreements and understandings among the Parties with respect to the subject matter hereof and there are no other agreements, either written or oral, between the Parties except as set forth in the Agreement and in this Amendment.
 - b. Full Force and Effect. Except as expressly amended by this Amendment, all other terms and provisions of the Agreement remain unchanged, and the Agreement, as amended hereby, is ratified and confirmed and continues to be in full force and effect.
 - c. Conflicts. In the event any of the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall control and prevail.
 - d. Governing Law. This Amendment shall be governed by the laws of the State of New York.
 - e. Counterpart Originals. This Amendment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument. Each Party shall be entitled to rely upon executed copies of this Amendment transmitted by facsimile or PDF to the same and full extent as the originals.

All in favor; motion carried.

AUTHORIZATION FOR MAYOR TO EXECUTE PAYMENT IN LIEU OF TAXES AGREEMENT WITH RPNY SOLAR 4, LLC, JULY 1, 2024 THROUGH JULY 1, 2038

Trustee Champagne made a motion, seconded by Trustee Christensen to authorizing Mayor to execute the Payment In Lieu Of Taxes Agreement For Solar Energy Systems Pursuant To Real Property Tax Law § 487:

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this “Agreement”), effective as of the date on the cover page, is by and between **RPNY SOLAR 4, LLC** (the “Company”), a Delaware limited liability company with a principal place of business located at 44 Montgomery Street, Suite 3150, San Francisco, CA 94104, and the **VILLAGE OF MINOA** (the “Taxing Jurisdiction”), a municipal corporation duly established with a principal place of business located at 240 North Main Street, Minoa, NY 13116. Company and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, the Company intends to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 with an expected nameplate capacity (“Capacity”) of 2.75 Megawatts AC within the Village of Minoa, Town of Manlius (herein the “Project”), located on Tax Map Parcel 005-10-01.0, as described in Exhibit A (the “Property”); and

WHEREAS, the Company has entered into a lease agreement with the owner of the Property; and

WHEREAS, pursuant to RPTL Section 487(9)(a), the Taxing Jurisdiction has indicated to Company its intent to enter into this Payment in Lieu of Taxes (“PILOT”) Agreement with the Company, under which the Company will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, at the time the Village of Minoa Board of Trustees authorized the execution of this Agreement, the Village of Minoa had not opted out of RPTL Section 487; and

WHEREAS, the Company has or will submit to the Assessor for the Town of Manlius a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems with respect to the Project, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487 on or before March 1, 2024.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Company. The Company hereby represents, warrants, and covenants that, as of the date of this Agreement:

- (a) The Company is a validly existing limited liability company duly organized under the laws of the State of Delaware and duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
- (b) All necessary action has been taken to authorize the Company's execution, delivery, and performance of this Agreement and this Agreement constitutes the Company's legal, valid, and binding obligation enforceable against it in accordance with its terms.
- (c) No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Company except such as have been duly or will be obtained or made.
- (d) There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Company, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Company's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.
- (e) The conduct of the Company's business is in compliance with all applicable Federal, State and local laws, rules, regulations and ordinances, and governmental approvals.

2. Representations of the Taxing Jurisdiction. The Taxing Jurisdiction hereby represents, warrants and covenants that, as of the date of this Agreement:

- (a) The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement;
- (b) All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms; and
- (c) No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as has been duly or will be obtained or made. The Taxing Jurisdiction adopted a resolution dated October 2, 2023 approving and authorizing execution of this Agreement.

3. Tax Exempt Status of the Project. Pursuant to RPTL Section 487, a Real Property Tax Exemption Form (RP 487) will be filed with the Assessor of the Town of Manlius and the Project shall be eligible for an exemption pursuant to RPTL Section 487 (excepting Town of Manlius taxes), which shall render the Project exempt from real property taxes otherwise payable to the Taxing Jurisdiction.

4. Term. The term of this Agreement shall be for fifteen consecutive Village fiscal tax years. Such 15-year term shall commence on July 1, 2024 (the

“Commencement Date”) and shall end on June 30, 2039.

5. **Payment in Lieu of Taxes.** The Company shall make annual payments in lieu of real property taxes (“PILOT Payments”) for the Project to the Taxing Jurisdiction pursuant to the PILOT Payment schedule below. PILOT Payments shall be made payable to the Village of Minoa and mailed to the Village of Minoa located at 240 North Main Street, Minoa, NY 13116.

PILOT Payment Schedule

Assessment Roll	Village Fiscal Year	Payment Due Date	Payment Amount
July 1, 2024	2024-2025	September 15, 2024	\$2,528.44
July 1, 2025	2025-2026	September 15, 2025	\$2,579.01
July 1, 2026	2026-2027	September 15, 2026	\$2,630.59
July 1, 2027	2027-2028	September 15, 2027	\$2,683.20
July 1, 2028	2028-2029	September 15, 2028	\$2,736.86
July 1, 2029	2029-2030	September 15, 2029	\$2,791.60
July 1, 2030	2030-2031	September 15, 2030	\$2,847.43
July 1, 2031	2031-2032	September 15, 2031	\$2,904.38
July 1, 2032	2032-2033	September 15, 2032	\$2,962.47
July 1, 2033	2033-2034	September 15, 2033	\$3,021.72
July 1, 2034	2034-2035	September 15, 2034	\$3,082.15
July 1, 2035	2035-2036	September 15, 2035	\$3,143.80
July 1, 2036	2036-2037	September 15, 2036	\$3,206.67
July 1, 2037	2037-2038	September 15, 2037	\$3,270.67
July 1, 2038	2038-2039	September 15, 2038	\$3,336.22

6. **Increase in Capacity.** Any increase in generating capacity to the Project or addition of a new solar system on the Property resulting in a total generating capacity in excess of the Capacity shall result in an additional payment to be negotiated by the Parties.

7. **Late Payment.** All PILOT Payments are due on or before the Payment Due Date set forth herein. PILOT Payments not made to the Taxing Jurisdiction prior to or on the Payment Due Date shall be subject to the same interest and penalties as unpaid real property taxes.

8. **Default.** In the event any PILOT Payment is not received by the Taxing Jurisdiction by its Payment Due Date or the Company breaches any other provision of this Agreement, the Company shall be in default (a “Default”). If the Company does not cure such Default within thirty (30) days of written notice by the Taxing Jurisdiction, the Company shall be subject to any action at law or in equity that the Taxing Jurisdiction deems appropriate, including but not limited to, levying against the Project for any unpaid PILOT Payments, together with all applicable interest and penalties, or termination of this Agreement. Company shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the event of a Default and Taxing Jurisdiction is the prevailing party.

9. **Transfer or Assignment.** This Agreement may not be assigned or transferred by Company without the prior written consent of the Taxing Jurisdiction and such consent may not be unreasonably withheld, conditioned, or delayed. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Company. Company may, without the advance written consent of the Taxing Jurisdiction, assign its obligations under this Agreement to (A) an affiliate of Company or (B) to an institutional lender providing financing to Company for the construction, operation and/or maintenance of the Project. If Company is permitted to otherwise assign this Agreement with the advance written consent of the Taxing Jurisdiction, Company shall be released from all obligations under this Agreement upon assumption thereof by the assignee, provided that Company, as a condition of such assignment or transfer and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment or transfer, and the assignee agrees in writing to accept all obligations of the Company. Any assignment or transfer in violation of this Agreement shall be null and void.

10. **Termination Rights.**

(a) **Termination Rights of the Company.** Company may terminate this Agreement at any time on thirty (30) days written notice to the Taxing

Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Company shall be liable for all PILOT payments due in the year of termination, except that if Company is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Company is not required to pay both PILOT payments and real property taxes for any period of time.

- (b) **Termination Rights of Taxing Jurisdiction.** Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Company if:
- (i) Company fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement; or
 - (ii) Company has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

11. Notice. Any notice under this Agreement shall be made in writing. Notice will be deemed delivered upon the next business day after being deposited with a nationally recognized overnight courier service, or the second business day after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested. Such notice shall be addressed to the parties at their respective address set forth below.

To Company:

RPNY Solar 4, LLC
44 Montgomery Street, Suite 3150
San Francisco, CA 94104

To the Taxing Jurisdiction:

Village Mayor
Village of Minoa
240 North Main Street
Minoa, NY 13116

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party.

12. Miscellaneous.

- (a) **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Company and their respective successors and assigns.
- (b) **Applicable Law.** This Agreement will be made and interpreted in accordance with the laws of the State of New York. Company and the Taxing Jurisdiction each consent to the jurisdiction of the New York Courts, Oneida County. In the event of any litigation arising under or in connection with this Lease, proper venue shall be Oneida County, New York.
- (c) **Damage or Destruction.** In the event that all or substantially all of the Project shall be damaged or destroyed as of the taxable status date, then the PILOT Payments for such Village Fiscal Year shall not exceed such amount as would result from taxes levied on the Project (as damaged or destroyed).
- (d) **No Waiver.** The failure or delay of either Party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election contained herein, shall not be construed as a waiver or relinquishment at the time for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election.
- (e) **Entire Agreement.** The Parties agree that this is the entire Agreement between them with respect to payments in lieu of taxes for the Project. This Agreement may not be amended or modified except in writing and executed by both Parties.
- (f) **Severability.** If any provision of this Agreement shall for any reason be

held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

- (g) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (h) Filing. The Company shall file a copy of this Agreement prior to the Commencement Date with the Assessor for the Town of Manlius.

All in favor; motion carried.

BUILDINGS & GROUNDS

DAVE HESS REQUEST TO USE POLE BARN OCTOBER 20-21, 2023

Trustee Schepp made a motion seconded by Trustee Abbott to approve request for Dave Hess to use Pole Barn on October 20 – 21, 2023 for private event. All in favor; motion carried.

TIM VISSER REQUEST TO USE FIRE STATION II OCTOBER 22, 2023

Trustee Champagne made a motion seconded by Trustee Abbott to approve request for Tim Visser to use Fire Station II on October 22, 2023 for private event. All in favor; motion carried.

MFD, INC REQUEST TO USE POLE BARN OCTOBER 15, 2023

Trustee Christensen made a motion seconded by Trustee Abbott to approve request for Minoa Fire Department, Inc to use Pole Barn on October 15, 2023 for Open House with neighboring departments East Syracuse and Kirkville. All in favor; motion carried.

WTP

RATIFY PRIOR APPROVAL FOR CHANGE ORDER #1, \$2,197.37 FURNISH AND INSTALL 2 NEW ALUMINUM KNEE BRACKETS FOR PRIMARY CLARIFIER IN TANK 1

Trustee Champagne made a motion seconded by Trustee Christensen to ratify prior approval for Change Order #1, \$2,197.37 to furnish and install two new aluminum knee brackets for Primary Clarifier in tank one. All in favor; motion carried.

***RATIFY PRIOR APPROVAL FOR CHANGE ORDER #2, \$9,457.46
PREP AND COAT INTERIOR PRIMARY CLARIFIER DISTRIBUTION
BOX, FLOOR AND WALLS***

Trustee Champagne made a motion seconded by Trustee Christensen to ratify prior approval for Change Order #2, \$9,457.46 to prep and coat interior primary clarifier distribution box, floor and walls. All in favor; motion carried.

**FIRE
DEPARTMENT**

TRAINING REQUEST – ZACH BERG

Trustee Champagne made a motion seconded by Trustee Christensen to approve training request for Zach Berg to attend EMT Classes September 29, 2023. All in favor; motion carried.

APPOINTMENT – FD DIRECTOR OF MEDICAL OPERATIONS

Trustee Christensen made a motion seconded by Trustee Schepp to appoint Richard Sabin as Director of Medical Operations (DMO) for the Fire Department. All in favor; motion carried.

***APPOINTMENT – FD ASSISTANT DIRECTOR OF MEDICAL
OPERATIONS***

Trustee Champagne made a motion seconded by Trustee Christensen to appoint Jennifer Sabin as Assistant Director of Medical Operations for the Fire Department. All in favor; motion carried.

**AUDIT OF CLAIMS
ABSTRACT #008**

A motion was made by Trustee Christensen and seconded by Trustee Schepp that the claims on **Abstract #008** have been reviewed and approved for payment:

General Fund, voucher(s) 272 - 320 in the amount of \$152,168.75

Sewer Fund, voucher(s) 098 - 125 in the amount of \$202,609.04

Trust & Agency, voucher(s) 104 – 118 in the amount of \$115,777.59

All in favor; motion carried.

**AUDIT OF CLAIMS
ABSTRACT #009**

A motion was made by Trustee Christensen and seconded by Trustee Abbott that the claims on **Abstract #009** have been reviewed and approved for payment:

General Fund, voucher(s) 321 - 365 in the amount of \$138,950.94

Sewer Fund, voucher(s) 126 - 136 in the amount of \$2,704.36

Trust & Agency, voucher(s) 119 - 132 in the amount of \$35,727.35

All in favor; motion carried.

ATTORNEY REPORT

Nothing new to report.

TRUSTEES REPORT

Nothing new to report.

MAYOR'S REPORT

Mayor Brazill reported on the following:

Village received a request for a Proclamation recognizing October 15-23, 2023 as "Freedom from Workplace Bullies Week."

Workplace Bullying is repeated, health-harming mistreatment of one or more persons (the targets) by one or more perpetrators. It is abusive conduct that is threatening; humiliating; intimidating; causes work sabotage that prevents work from getting done or verbal abuse.

Each year municipalities are educated across the State of New York about workplace bullying in recognition of "Freedom From Workplace Bullies Week" that is recognized this year during the week of October 15-23, 2023.

Some of the highlights include:

- 30% of Americans have suffered abusive conduct at work; 19% have witnessed it; 76% are aware workplace bullying occurs in the U.S. Workplace
- Women are more likely to be targets of workplace bullying than men regardless of whether the bully is male or female
- Minorities are targets of workplace bullying more often than white employees
- Remote Workers experience 43% of the time.
- Each year 79 million workers are affected by workplace bullying, which is larger than the combined population of the states of:
- Montana, Wyoming, Colorado, New Mexico, Kansas, North and South Dakota, Minnesota, Wisconsin, Iowa, Illinois, Missouri, Arkansas, and Louisiana.
- Employees who report workplace bullying cannot expect Human Resources to address the issue

More information about the problem of Workplace Bullying can be found by visiting:

<http://workplacebullying.org>, <http://healthyworkplacebill.org/> and <http://nyhwa.org>.

Mayor Brazill updated the board regarding the police services agreement with the Town of Manlius, Villages of Fayetteville and Manlius; changes have been submitted to the attorney and a revised version will be circulated for our review and comments soon.

Mayor Brazill reminded everyone that Saturday, October 14th is Trunk or Treat in Lewis Park.

**PUBLIC
COMMENT**

There were no public comments.

**EXECUTIVE
SESSION**

A motion was made by Trustee Christensen and 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 and/or pending litigation. All in favor. Motion carried.

Board entered into Executive Session at 7:04pm.

A motion was made by Trustee Champagne and seconded by Trustee Abbott to enter into Regular Session. All in favor. Motion carried.

Board entered into Regular Session at 7:13pm.

**PENDING
LITIGATION**

A motion was made by Trustee Champagne and seconded by Trustee Christensen authorizing Mayor to execute settlement agreement for pending litigation case. All in favor. Motion carried.

ADJOURNMENT

A motion was made by Trustee Champagne and seconded by Trustee Schepp to adjourn the village board meeting at 7:19pm. All in favor. Motion carried.

Respectfully submitted,

Lisa L. DeVona

Lisa L. DeVona, Clerk-Treasurer