

DISTRIBUTION LIST

Richard Donovan, Mayor
Edmond Theobald, Trustee
Ronald Cronk, Trustee
William Brazill, Trustee
John Champagne, Trustee
Steven Primo, Attorney
Thomas Petterelli, DPW Superintendent
Janet Stanley, Justice
Richard J. Greene, Codes Enforcement Officer
Chief Pat Flannery
Town of Manlius
Village of Fayetteville
Donna DeSiato, Superintendent ESM School District
Manlius Historical Society
Minoa Library
John Regan

VILLAGE OF MINOA
BOARD OF TRUSTEES
NOVEMBER 3, 2008

The regularly 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 November 3, 2008.

PRESENT: Mayor Donovan
Trustee Brazill
Trustee Champagne
Trustee Cronk
Trustee Theobald
Attorney Primo
Clerk/Treasurer Snider

ALSO Chris Beers, John Sears and Matthew McGarrity

PRESENT:

ABSENT: None

Mayor Donovan opened the meeting at 7:32 p.m. with the Pledge of Allegiance led by Trustee Cronk.

MINUTES OF
VILLAGE BOARD
MEETING -
OCTOBER 20, 2008

A motion was made by Trustee Champagne and seconded by Trustee Theobald to accept the minutes of the October 20, 2008 Village Board Meeting as recorded. All in favor. Motion carried.

MINOA FARMS -
(AMENDED)
PRELIMINARY PLAT

Attorney Primo provided an amended resolution for the Village Board to review and discuss. He said the resolution was provided to Elliot Lasky and his attorney, Dan Shulman, for review as well. Elliot Lasky requested a meeting with Dan Shulman,

**SUBDIVISION
APPROVAL -
AMENDED
RESOLUTION**

Paul Joynt, Mayor Donovan, Trustee Brazill and himself on October 27, 2008 to discuss the resolution step by step and the concerns Mr. Lasky and Mr. Joynt had regarding the time schedules. Attorney Primo said the village's concerns were with the drainage on the Forest View Lane lots and said the Developer felt that they were unable to complete the drainage until Phase II had been developed in the spring.

Paving: Attorney Primo said that Paul Joynt would address the issue of heavy vehicles being driven on the roads directly with the contractors. He said that Mr. Joynt did not want to complete the top coat paving until Spring 2009 and Thomas Petterelli, DPW Supervisor, also thought that the top coat paving could hold until then, but feathering, skirting, and tapering should be done immediately to prevent further damage during the 2008-09 winter season and allow the snow removal equipment to operate safely.

Hammerhead Turnaround on South Central Avenue: The top coat will be completed by May 15, 2009.

Sidewalks: The small length to be completed, as well as the sidewalks in the park, will be completed by June 15, 2009.

Park: The park will be completed by November 15, 2008 with the top coat and parking lot striping to be completed in Spring 2009.

Dead-Downed Trees: Trees in the park and on South Central Avenue will be removed by November 15, 2008 and have periodic inspections and removals.

Amended Security Agreement: Attorney Primo said that Paul Joynt felt that the surety bond would cover defective completion of the work, but would not enforce the time of the essence dates required by the Village of Minoa. He said the surety bond still needs to be reviewed and at some point an untimely performance would result in a defective performance. Attorney Primo said that potentially a cash deposit could be required in the future if the bond does not meet the requirements.

Attorney Primo said Mr. Lasky and Mr. Joynt were agreeable to the amended time periods which were outlined in the amended resolution.

Trustee Theobald said he was concerned that the dates keep changing without any work being completed. Attorney Primo said they did not disregard the resolution and they are trying to comply with the resolution by working with the Board as opposed to ignoring it. Mayor Donovan said it's a difficult situation because there are three parties involved, Elliot Lasky, Paul Joynt (Lanco) and the Village. Mayor Donovan said that Mr. Joynt is working directly with Mr. Lasky and is not a contractor for the village. He said that equipment is out there and they have

guaranteed the critical items in the resolution that are due by November 15, 2008 would be completed.

A motion was made by Trustee Brazill and seconded by Trustee Cronk to approve the Preliminary Plat Subdivision as amended, subject to and in accordance with the proposed amended resolution approving the Minoa Farms Amended Preliminary Plat, Section II and directing that a full copy of the resolution is attached hereto as Schedule "A". All in favor. Motion carried.

**PLANNED
MAINTENANCE
AGREEMENT / PENN
POWER SYSTEMS**

A motion was made by Trustee Cronk and seconded by Trustee Theobald empowering Mayor Donovan to execute the two-year planned maintenance agreement on village generators with Penn Power Systems from January 1, 2009 to December 31, 2010 in the amount of \$1,660.00 per year for a total of \$3,320.00. All in favor. Motion carried.

**ONONDAGA
COUNTY SNOW
PLOW CONTRACT
06/01/2008 - 05/31/2011**

A motion was made by Trustee Champagne and seconded by Trustee Brazill empowering Mayor Donovan to execute the three year contract between Onondaga County and the Village of Minoa for snow and ice removal services, commencing June 1, 2008 through May 31, 2011 in the amount of \$5,232.00 for each mile in the first year of the agreement, \$5,376.00 for the second year, and 5,524.00 for the third year, plus material and fuel adjustments based on actual costs. All in favor. Motion carried.

**REQUEST
PERMISSION TO
ATTEND RECORDS
MGMT GRANT
APPLICATION
SESSION**

A motion was made by Trustee Champagne and seconded by Trustee Brazill giving permission to Clerk/Treasurer Snider to attend the Records Management Grant Application information session at the Village of East Syracuse on November 20, 2008 at no cost. All in favor. Motion carried.

AMBULANCE

***RATIFY PROVISIONAL F/T APPOINTMENT OF KEITH BRANDIS AS
PARAMEDIC SUPERVISOR***

A motion was made by Trustee Brazill and seconded by Trustee Theobald appointing Keith Brandis as full-time provisional Paramedic Supervisor effective October 26, 2008 at a rate of \$750.00 per week/\$39,000.00 annually with an increase based upon a three (3) month favorable review at the rate of \$778.85 per week/\$40,500.20 annually. All in favor. Motion carried.

CANVASS CIVIL SERVICE LIST

A motion was made by Trustee Champagne and seconded by Trustee Theobald directing Clerk/Treasurer Snider to secure the canvass list from Civil Service for a full-time Paramedic and begin the canvassing/interviewing process. All in favor.

Motion carried.

FIRE DEPARTMENT ***REQUEST PERMISSION TO ATTEND NYS ASSOCIATION OF FIRE CHIEFS FALL 2008 SEMINAR***

A motion was made by Trustee Champagne and seconded by Trustee Brazill giving permission to Dennis Erard, Jeremy Erard, Nick Erard, Dan Smith and Patrick Flannery to attend the NYS Association of Fire Chiefs Fall 2008 Seminar Series at Whitesboro Senior High School, Marcy, NY on November 20, 2008 at a cost of \$15.00 per registered member and \$25.00 per non-registered member for a total cost of \$95.00. All in favor. Motion carried.

MEMBERSHIP IN THE MINOA FIRE DEPARTMENT

A motion was made by Trustee Champagne and seconded by Trustee Cronk accepting for membership in the Minoa Fire Department the following individual: Peter J. Ferstler, 7199 Ferstler Road, Kirkville, New York. All in favor. Motion carried.

A motion was made by Trustee Theobald and seconded by Trustee Brazill accepting for membership in the Minoa Fire Department the following individual: Sean Burgess, 111 Davis Street, East Syracuse, New York. All in favor. Motion carried.

DPW

AMENDED RESOLUTION / LAST DAY OF WORK / BENJAMIN MARKO

A motion was made by Trustee Cronk and seconded by Trustee Champagne amending the resolution dated October 6, 2008 to accept the resignation of Benjamin Marko as part time Laborer (Trash Thrower) effective October 08, 2008. All in favor. Motion carried.

AMENDED RESOLUTION / FIRST DAY OF WORK / JOSPEH TAYLOR

A motion was made by Trustee Champagne and seconded by Trustee Cronk amending the resolution dated October 6, 2008 agreeing to hire Joseph Taylor, 8040 Saintsville Road, Kirkville, NY as a part-time trash thrower at the rate of \$10.00 per hour effective October 14, 2008. All in favor. Motion carried.

WWTF

Nothing to report.

TRUSTEES' REPORT

Trustee Champagne said he is still working on the Compressed Natural Gas (CNG) packer by reviewing different grant options and will update the Board when he receives further information. He said the sign at Lewis Park was updated to state that no parking on Village streets will be allowed after November 15, 2008.

Trustee Champagne said the Halloween Party had a great turnout due to a joint effort between all of the Village of Minoa departments. He said they provided 217

bags of popcorn and Trustee Theobald said they did not finish handing out popcorn until 8:00 pm. Trustee Theobald said that a representative from Kinney Drugs expressed interest in donating 20-25 cases of water for the next Halloween Party. Trustee Theobald reported that the Tree Lighting Ceremony is scheduled for December 7, 2008 and he will contact the Boy Scouts to confirm the delivery date for the luminaries.

Trustee Cronk said the DPW continues to collect leaves and the WWTF has purchased the majority of their large items for the 2008-2009 FY, but they may need to purchase a few pumps in the near future. Trustee Cronk encouraged everyone to get out and vote on November 4, 2008.

Trustee Brazill said the Critical Response Committee drill is scheduled for Tuesday, December 9th at 6:00 pm. He said the drill will build upon last year's exercise and the goal is to move up another level with elected officials. He said he would not be part of the drill because he is organizing the drill at one of the area ES-M schools.

Trustee Brazill thanked the Board and the Minoa Fire Department for their hard work on the Halloween Party and wished Mayor Donovan a Happy Birthday.

MAYOR'S REPORT

Mayor Donovan thanked the Board and the Fire Department for their hard work on the Halloween Party. He said he hopes that everyone gets out to vote in the important upcoming election.

Mayor Donovan said the trees for the Rees Field will arrive within the next week, which would finish up the Community Development project for the year.

ATTORNEY'S REPORT

Nothing to report.

2008-2009 UNPAID TAXES TO COUNTY

A motion was made by Trustee Cronk and seconded by Trustee Champagne that the Village Board agrees to return the Tax Warrant for the 2008-2009 Village Taxes in the amount of \$37,147.44, which represents \$34,347.62 in original tax, an 8% interest fee of \$2,747.82 and a \$52.00 second notice fee to the Clerk/Treasurer and hereby directs Clerk/Treasurer Snider to send the list of overdue taxes to the Onondaga County Commissioner of Finance for collection and the subsequent payment to the Village. All in favor. Motion carried.

AUDIT CLAIMS

A motion was made by Trustee Champagne and seconded by Trustee Theobald that claims on Abstract #11 in the amounts of General Fund - \$15,764.48 (Vouchers 402-436): and Sewer Fund - \$1,868.20 (Vouchers 141-153) for a total of \$17,632.68 be audited and paid. All in favor. Motion carried.

PUBLIC COMMENTS

Matthew McGarrity, Minoa Fire Department, said the Fire Department had submitted a request to the Village Board for the FDIC 2009 training to be held in Indianapolis, IN from April 20-25, 2009 for himself and Jeremy Erard. Discussion ensued regarding costs, scheduling and the need to enroll quickly. Mayor Donovan and Trustee Brazill said they had just received the information and they would need to discuss the details with the Fire Chief and President and discuss it at the next meeting.

John Sears said the pedestrian bridge over the CSX railroad tracks is in disrepair and Mayor Donovan said it was the responsibility of CSX to repair the bridge and the village is only responsible for the lights.

John Sears asked for a copy of the Minoa Farms resolution and Mayor Donovan said he can place a FOIL Request or view the resolution with the minutes. Mr. Sears asked if there was any recourse if Minoa Farms does not follow through on the resolution and Chris Beers said he had the same concerns.

Attorney Primo said that if the work is not completed in the springtime, he would suggest to the Board that they stop issuing Certificates of Occupancies and building permits through the Codes Enforcement Officer. He said these actions would force the hand of the Developer to complete the work and then they can selectively decide on how they will handle the problem. Attorney Primo said that it is difficult to pursue pulling a bond because it becomes a Public Works project.

Mayor Donovan told Mr. Beers that he had addressed his heavy vehicle equipment concerns and they said that the hope is that by spring the development will be further built out and less damage to the roads will be done. Mayor Donovan said that Mr. Joynt said the roads would be repaired in the spring. He said Tom Petterelli recommended that the feathering be done in the fall and the top coat be completed in the spring. Mayor Donovan said he would follow the suggestion of the village attorney without bringing the project to a total halt.

Mr. Beers said he hopes they resolve the paving in the spring and he does not have to stand before the Board again addressing the same issues. Mayor Donovan said they are supposed to enter from the south and avoid the main roads.

John Sears asked about collateral requirements and Attorney Primo said that typically bonds are required as collateral and the unusual request now is that time

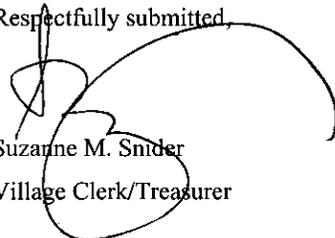
limitations be applied to the bond, which bonding companies don't typically cover these items and only correct defective work. Attorney Primo said the only other item that could be requested from the Developer is a Letter of Credit or cash to guarantee that work would be completed. He said that large Letters of Credit are difficult to obtain, especially during the current financial situation.

Mr. Sears suggested that the Developer use the lots as collateral and Attorney Primo said that it would be responsibility of the Developer to use the lots as collateral for a Letter of Credit and it would probably not ever happen. Attorney Primo said that Mr. Lasky is substantially in compliance and it is not operating as a failed subdivision. Attorney Primo said withholding Certificates of Occupancy and Building Permits would be the optimal way to handle the situation if the work is not completed.

ADJOURNMENT

A motion was made by Trustee Champagne and seconded by Trustee Theobald that the Village Board Meeting be adjourned at 8:16 p.m. All in favor. Motion carried.

Respectfully submitted,


Suzanne M. Snider
Village Clerk/Treasurer

**AMENDED
RESOLUTION
(APPROVING AMENDED PRELIMINARY PLAT – MINOA FARMS – SECTION II)**

The **VILLAGE OF MINOA BOARD OF TRUSTEES**, in the County of Onondaga, State of New York, met in regular session at the Municipal Building in the Village of Minoa, located at 240 North Main Street, County of Onondaga, State of New York, on the 3rd day of November 2008 at 7:30 P.M.

Richard Donovan, Mayor, and the following Trustees were present, namely:

William Brazill
John Champagne
Edmond Theobald
Ronald Cronk

Absent: None

Also Present: Suzanne Snider, Village Clerk-Treasurer
Steven J. Primo, Village Attorney

Chris Beers, John Sears and Matthew McGarrity were audience members.

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

WHEREAS, by letter/application dated August 24, 2007 on behalf of Elliot Lasky and Minoa Farms Development Company, LLC, developer of the Minoa Farms Subdivision (“Applicant”), the law firm of Shulman, Curtin, Grundner & Regan, PC, by C. Daniel Shulman, Esq. applied to the Village of Minoa Board of Trustees for approval of an amended Preliminary Plat of the Minoa Farms Subdivision (“Development”), and an amendment to the Village Zoning Code and Map to permit such amendment to the Preliminary Plat; and

WHEREAS, the Applicant having requested that the Village Board approve the amended Preliminary Plat in order to permit the development of smaller lots in certain areas of the Development as more specifically shown in the submission of attorney Shulman of August 24, 2007, the same being a portion of the previously approved Preliminary Plat of the Minoa Farms Subdivision aforementioned; and

WHEREAS, and by way of background, the Village Board of Trustees having passed Local Law No. 2 of the Year of 2002, which amended Chapter 160 of the Village Code and approved the original Preliminary Plat of D.W. Hannig, L.S., P.C., and having adopted a certain “Resolution Granting Preliminary Plat Approval” dated March 18, 2002; and

SCHEDULE “A”

WHEREAS, in order to consider the proposed amended Preliminary Plat the Village Board of Trustees having considered proposed Local Law No. 10 of 2007 (now proposed Local Law No. 1 of 2008) providing for an amended Zoning Map and to amend the zoning classification of a certain district parcel as classified in the Zoning Map, entitled “Zoning Map of the Village of Minoa” dated May 2002, and adopted in connection with the adoption of Local Law No. 2 of 2002, and the adoption of a new zoning district entitled “Residential B-1”; and

WHEREAS, by a letter dated September 10, 2007 the application having been forwarded pursuant to General Municipal Law §239 to the Onondaga County Planning Agency; and

WHEREAS, by Resolution under Case No. Z-07-324, dated October 2, 2007, the Onondaga County Planning Agency having issued its determination that the project as submitted has no relevant impacts; and

WHEREAS, the Applicant having submitted, together with its August 24, 2007 application, a Short Environmental Assessment Form to be considered as supplemental to the February 19, 2002 original adoption of Negative Declaration Resolution with attached Notice of Findings and Determination of Non-Significance, by the Village Board of Trustees; and

WHEREAS, Public Hearings having been held on such proposed Local Law on October 15, 2007 at 7:30 p.m.; and

WHEREAS, that the amendment proposed to the previous Preliminary Plat approval, including the adoption of the proposed Local Law No. 1 of 2008, was determined to be an Unlisted Action pursuant to the State Environmental Quality Review Act; accordingly the Village Board of Trustees elected to act as Lead Agency, conducted an uncoordinated review and on January 21, 2008 affirmed the previous Negative Declaration of Significance adopted by the Board on February 19, 2002 and issues the same as a Negative Declaration of Significance herein; and

WHEREAS, that proposed Local Law No. 1 for 2008 (previously proposed Local Law No. 10 of 2007), relating to the amendment of Chapter 160 of the Village of Minoa municipal code entitled “Zoning,” to provide for the creation of a new zoning district entitled “Residential B-1” and for an amended Zoning Map and to amend the zoning classification of a certain parcel classified in the Zoning Map of the Village of Minoa dated May 2002 was duly adopted on January 21, 2008; and

WHEREAS, likewise, on January 21, 2008, the Village Attorney was directed to prepare a draft resolution for consideration by the Village Board approving the Development as amended by the amended Preliminary Plat pursuant and according to certain conditions previously articulated by the Board of Trustees, Village Attorney and Village Engineer, certain conditions recited in the resolution of January 21, 2008, and in the prior approval resolutions of the Village and to present same to the Board for consideration at an upcoming Village Board of Trustees meeting; and

WHEREAS, the Village Board having also at the meeting of January 21, 2008 duly scheduled and called for a public hearing to consider the Application and obtain public comment, which public hearing was held on February 4, 2008; and

WHEREAS, notice of said public hearing was duly published in the manner required by law and proof of that publication having been presented to the Village Board, and all other notices required by law having been given; and

WHEREAS, persons desiring it be heard in connection with the Application having been heard, the Village Board having given due consideration to the comments, opinions and statements made therein and having thereupon continued the same; and

WHEREAS, the Village Board having had further testimony at continued public hearings on February 19, 2008, March 17, 2008, April 7, 2008, May 5, 2008 and June 16, 2008; and

WHEREAS, such testimony included testimony from the Developer, its representative, the Village Engineer and Wastewater Treatment Plant Operator and numerous neighbors and residents of the Minoa Farms Subdivision; and

WHEREAS, such testimony raised concerns including relative to the size, style and quality of houses to be built, the reduction in area of lots and increase in number of lots, potential effects on traffic and drainage flow, the effect of the foregoing on neighborhood character, and the ability of Village sanitary and storm public sewers to accommodate the increase; and

WHEREAS, in response to various testimony relative to such concerns the Board of Trustees being in receipt of a June 16, 2008 letter from LJR Engineering, P.C., Village Engineers, an April 15, 2008 letter from the Village Engineers addressed to Mr. David Hannig, licensed land surveyor for the Developer, a letter dated June 3, 2008 from the Village of Minoa Office of Code Enforcement relative to erosion control inspection items and various other code enforcement issues, a letter dated June 10th, 2008 from LJR Engineering, P.C., addressed to Minoa Codes Enforcement Officer Richard Greene responding to his June 3, 2008 letter relative to the erosion control and inspection items, and a letter dated June 12, 2008 from Jim Napoleon and Associates Transportation and Engineering Consultants relative to supplementary traffic analysis of the Project and which report evidencing that degradation and level of service relative to the Project were limited to a drop from a level of service A to B at the Baird Street Clemons Road and East Richmond Road westbound movement for the A.M. and P.M. peaks, and with an improvement to the Kirkville Road and Minoa Schepps Corner Road westbound traffic movement from level of service B and to level of service A during the A.M. peak, and concluding that all level of services are very acceptable and will permit safe and convenient conditions to exist thus confirming to the Village, the results and conclusions and analysis in the 2000 Report; and the Board having further reviewed a June 13, 2008 letter from the attorney for Minoa Farms Development Company, LLC, C. Daniel Shulman, Esq., advising the Board as to the Developer's position with respect to the recording of restrictive covenants against the present Phase 1A and Phase 1B lots and also with respect to the recording of restrictive covenants in the

proposed amended Section II and which correspondence attaches a copy of proposed restrictive covenants; and

WHEREAS, the Village Board having considered all of the prior proceedings and approvals, the within public hearing(s) and such public hearing relating to the adoption of Local Law No. 1 of 2008, and closing the public hearing on June 16, 2008; and

WHEREAS, following close of the public on June 16, 2008, the Board having had numerous further discussions amongst the Board Members, the Village Attorney and with the Developer and Developer's representatives;

WHEREAS, on September 29, 2008, after further due deliberation and it appearing to be in the best interest of the Village of Minoa that the application be approved strictly contingent upon satisfaction of certain terms and conditions as were therein specified, the Village Board duly adopted "Resolution Approving the Amended Preliminary Plat – Minoa Farms – Section II" ("Resolution") upon certain terms and conditions as were set forth in detail in the Resolution; and

WHEREAS, the Developer having, through its attorney, contacted the Village upon learning of the foregoing adoption of the Resolution expressing its concern with certain conditions and time requirements set forth in the Resolution and requesting a conference with representatives of the Village; and

WHEREAS, on October 27, 2008, the Village of Minoa Mayor, Deputy Mayor, and Village Attorney having met with the Developer's principal Elliot Lasky, its counsel Daniel Shulman, Esq. and site contractor Lan-Co, Inc. Paul Joynt, President, and discussed with the Village the Developer and its site contractor's concerns with compliance with the Resolution; and

WHEREAS, based on those discussions, the Village Board having again considered on November 3rd, 2008 such provisions of the Resolution and after further due deliberation and it appearing to be in the best interest of the Village of Minoa that the Resolution be amended and approved in such amended form strictly contingent upon satisfaction of the terms and conditions as are hereinafter specified:

NOW THEREFORE, BE IT RESOLVED THAT, (i) the Village Board of the Village of Minoa hereby approves the (Amended) Preliminary Plat – Minoa Farms of D.W. Hannig, L.S., P.C. dated May 16, 2000 and last revised August 13, 2008 (hereinafter the "Amended Preliminary Plat"); and (ii) the Village Board of Trustees of the Village of Minoa acting as Lead Agency hereby reaffirms its Negative Declaration of Significance relative to this Action, provided however, subject to and strictly contingent upon the following conditions and/or requirements precedent to the effectiveness of this resolution and approval each of which shall be timely satisfied within any such time periods set forth herein:

- (a) SEQRA Determination Affirmation. As above provided the Village of Minoa Board of Trustees acting as Lead Agency hereby reaffirms its Negative Declaration of Significance relative to this Action.
- (b) Street Lighting. All street lighting within the Development shall be installed at no expense to the Village, according to design and wattage specifications as approved by the Village in writing prior to installation and also subject to National Grid scheduling of such work (which is intended to be completed by National Grid personnel or its contractors). Although it is presently anticipated that National Grid will incur the entire cost of installation, as between the Village and Applicant this shall be the Applicant's obligation, and in the event that National Grid elects not to install or incur the expense for the installation of same, all required street lighting shall be installed by the Developer and at Developer's expense not later than January 1, 2010 within all developed areas of the Development.
- (c) Sidewalks. The portion of the sidewalks (5 foot width) constructed by Applicant in the fall of 2007 according to the "Alternative Sidewalk Plan" of Pratt and Huth dated 2/07 shall have a one year warranty commencement date of 10/15/07. The remainder of the sidewalk required under the Alternative Sidewalk Plan and as shown on the Amended Preliminary Plat shall likewise be constructed at a 5 foot width and be constructed not later than 6/15/09.
- (d) Hammerhead Paving. The topcoat paving of the "Proposed Hammerhead Turnaround" located at the end of South Central Avenue shall be substantially complete not later than 5/15/09.
- (e) Village Park – The Village Park contemplated under the original Preliminary Plat Approval Resolution (paragraphs 9, 10), and however subject to further on-site inspection by the Applicant's and Village representatives to determine the locations and final approval of improvement types (at minimum however to include those types of improvement contemplated under the Preliminary Plat Approval Resolution and in the concept plan entitled "Village Park" – Proposed Park Layout" of Pratt & Huth, dated 2/1/02, however the configuration of same modified as shown on the Amended Preliminary Plat, and intending to include meandering walking trails designed to incorporate, wherever possible, the preservation of mature trees, a paved access road, the sidewalks described on the Amended Preliminary Plat, paved parking areas, under and surface drainage facilities and grades sloping to the pond area and grading and seeding of general park areas, all to be completed not later than 11/15/08 and according to agreed upon (in a signed writing) final approved plans and specifications. The foregoing notwithstanding, completion of all sidewalks within the Village Park area, top pavement coat and parking area striping shall be completed not later than 6/15/09.

- (f) Stop-Gap & Permanent Drainage Measures – Swale Contouring. The Applicant shall have a continuing obligation, as to all drainage/detention facilities required under the approved Preliminary Plat, including as amended hereby, until the entire Minoa Farms Subdivision shall have been completed, to provide such swale contouring and other stop-gap measures as necessary to ensure the drainage plan for the development works in an effective manner as intended under the approved plans and specifications and as required by applicable law. The obligation shall include, but not necessarily be limited to, the construction and installation of temporary and stopgap measures and facilities to provide effective drainage and detention pending the complete of facilities required in other (not yet constructed) phases or sections of the entire Minoa Farms Subdivision. As part of the foregoing obligation, but not by way of limitation, in order to alleviate flooding conditions on Lots 215-219 along Forest View Lane, and in the cul-de-sac area of Norbert Place the permanent drainage measures intended to benefit Lots 215-219 shall be completed not later than 5/15/09 to include installation of rear yard drainage piping, rear yard inlets, filling, grading and restoration (Forest View Lane), and the permanent drainage measures to address the cul-de-sac area of Norbert Place shall be completed not later than 11/15/08 and the latter to include installation of a drywell connected to a road underdrain & reshaping of the asphalt grades.
- (g) Public Roads – Top Coat – All presently constructed public roads within the development shall have top pavement coat applied not later than 5/15/09. The Developer however shall ensure that, not later than 11/15/08, its site contractor, in consultation with the Village DPW Superintendent shall perform such “skirting,” “feathering,” “tapering” and expansion/extension of turnaround areas so as to permit the Village DPW snow removal equipment to operate safely and without damage through the 2008-09 winter season, such work to be subject to the Village DPW Superintendent’s approval.
- (h) Pond #2 (Platz Pond) – The commencement of construction of Pond #2 (Platz Pond) according to the approved plans and specifications shall be required upon commencement of construction/development of any of Sections 5, 6 & 7 and shall be substantially completed upon substantial completion of the first of any such Section(s). The foregoing notwithstanding, completion of Pond #2 shall occur not later than 6/30/09 and irregardless of whether construction/development of Sections 5, 6 or 7 have been (or are ever to be) commenced.
- (i) Dead-DownedTrees – All dead/downed trees, branches and brush through at the development area, including, without limitation, in the proposed Village Park and South Central Avenue hammerhead area, shall be removed not later than 11/15/08 and periodic inspections and removals thereafter shall be timely conducted and completed until such time as the development is completely built-out.

- (j) Tree Plantings – As previously approved by the Village Board of Trustees, the original requirement of two tree plantings within the street right of way for each lot is modified; the intended lot owner shall be required to install two (2) tree plantings of 2 ½” caliper in trunk width not later than eight (8) months following lot acquisition and occupation of a dwelling thereon. Same shall not be located within the public street right of way. The protective covenants for the entire development (all Sections) shall include such obligation and shall provide that such covenants are enforceable by any owner of a lot in the Development and by the Village.
- (k) Amended Security Agreement. That the Developer will execute an amended security agreement substantially in the form as previously executed and incorporating the remaining incomplete/unsatisfied items under all prior Security Agreements, the provisions hereof, and the remainder of improvements required to be constructed hereunder and also subject to an increase in amount of security based upon the status of the development and the then existing cost of completion and applicable warranty amounts and periods. The foregoing contemplated Amended Security Agreement notwithstanding, existing provisions of the prior security agreements entered into, including the applicable security amounts (presently \$450,000.00 bond, \$30,000 cash for erosion control) warranty periods and the like, shall except as specifically amended and superceded hereby, remain in full force and effect and secures both the obligations under the Security Agreements presently in place and those provided for hereunder and as shall be reflected in the Amended Security Agreement. The Amended Security Agreement and any additional security required thereby shall be executed and in place not later than thirty (30) days after the adoption of this resolution. Pending such execution the existing Security Agreement(s) shall be deemed as modified to include the provisions hereof.
- (l) Prior Board Resolutions. Except as specifically and expressly provided herein otherwise, all prior resolutions and approvals of the Village of Minoa Board of Trustees including without limitation the original preliminary plat approval resolution of March 18, 2002 are incorporated herein by reference as if fully set forth herein as fully binding and enforceable provisions hereof.
- (m) Flood Zone. The Applicant providing documentary proof to the Village of Minoa that all lots in the Development intended for dwelling construction, existing and proposed, are not located in a Flood Plain or Zone or have been addressed by a Letter of Map Revision issued by FEMA.
- (n) Additional Items. Applicant addressing the issues raised in the April 15, 2008, June 10th, 2008 and June 16, 2008 letters of LJR Engineering, P.C. addressed to Mr. David Hannig, D.W. Hannig, L.S.,P.C. referencing Minoa Farms Preliminary Plan File No. 331.005 and not otherwise referred to in this resolution.

- (o) Phasing. The Applicant shall construct/develop the remainder of the Development in the following chronological order: Sections 3, 4, 6, 5 and then 7 (Section 2 may be constructed at any time). The same may be modified from time to time, in the Village Board of Trustees sole discretion, expressed in a signed writing and based upon the timing and progression of the development and demand for certain lots, but which in any event shall take into account those considerations set forth in the June 16, 2008 letter of LJR Engineering, P.C. addressed to the Village Board, Village of Minoa, att: Mayor Richard Donovan, re: Minoa Farms Amended Preliminary Plan File No. 331.005.
- (p) Construction Drawings Requirement. This Resolution is intended to grant preliminary plat approval for the entire development as amended subject however to each phase or part thereof being subject to the technical review and approval of contract drawings/construction documents pertaining to such phase as part thereof, including (without limitation) submission and satisfactory review and approval of the proposed utility layouts as modified to serve the revised 157 lots and including revised road profiles, revised detailed grading plans and appropriate erosion and sedimentation control plans.
- (q) Restrictive/Protective Covenants. The recording (prior to the conveyance of any lots in the subdivision) of restrictive/protective covenants, in form and content approved by the Village of Minoa attorney, relative to Sections 3, 4, 5, 6 and 7 of the Development and in addition relative to Sections 1 and 2 if all of the owners of lots and homes in Sections 1 and 2 agree to the recording of covenants and restrictions. Such restrictive/protective covenants to be in substantially in form and content attached hereto as Schedule "A" and to include any additional conditions imposed herein as required by the Village attorney.
- (r) Construction Maintenance. The Applicants continued maintenance of all facilities and areas offered for dedication to the Village until such time as all outstanding conditions precedent to the acceptance of dedication and perfecting of same have been completed or waived in writing by the Village. Such continued maintenance shall include, without limitation, when appropriate (as per LJR Engineering, PC letter of June 10, 2008) addressing the accumulated sediment within Pond #4 upon completion of the upstream drainage area stabilization subsequent to the completion of the additional site construction contemplated hereunder.
- (s) Pedestrian Access Easement. A thirty (30) ft. width pedestrian access easement between Lots 244 and 245 for general public pedestrian access to the park area consisting of such thirty (30) foot wide easement area bisected by the common property line between Lots 244 and 245 shall be established of record.

- (t) Compliance. This resolution and approval are further expressly conditioned upon the compliance of the Applicant, its successors, successors in interest, and assigns, with all resolutions and agreements presently in place and with all law, rules and regulations of the federal, state and local governments including the Village of Minoa.
- (u) Intentionally Omitted
- (v) Time of the Essence. The Village Board of Trustees, as a material consideration in adopting this resolution, notes that time is of the essence with respect to the time periods set forth herein and in particular (but without limitation) the dates set forth at subparagraphs (c), (e), (f), (h), (i), (k), (u), (x) and (y) hereof.
- (w) Default-Violation. A failure to timely satisfy (or obtain a written waiver or extension from the Village) any condition(s) required hereunder or in the event of any violation of the requirements of this Resolution, the Village shall be entitled to declare the approval herein null and void and/or to exercise any remedies provided for hereunder and under the Security Agreement(s). Such rights and remedies shall include, but not by way of limitation, that the Village may suspend, cancel or refuse to issue Building Permits and/or Certificates of Occupancy (excepting however Building Permits issued prior to a default/violation by the Developer, and Certificates of Occupancy issued prior to any such default/violation for completed dwellings) relative to the construction of improvements within the Development until such condition has been satisfied or waived by the Village.
- (x) Signed Acknowledgment and Agreement. The Developer shall execute and deliver to the Village of Minoa a signed acknowledgment and agreement to the conditions imposed herein not later than seven (7) days after adoption of this resolution by the Village Board of Trustees.
- (y) Confirmation of Adequate Security. The Developer shall within ten (10) days after adoption of this resolution, deliver or cause such delivery of a letter (or amended surety) from its surety confirming that the performance bond presently in place secures those obligations of Developer hereunder that are capable of being secured by the usual and customary construction performance bond, and as reflected in the Security Agreement entered into or contemplated to be entered into hereunder, as well as under the existing Security Agreements aforementioned.
- (z) Illegality/Severability. If any clause, sentence, paragraph, subdivision, section or part of this resolution or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstances is adjudged invalid or unconstitutional by any court of competent jurisdiction, such order or

judgment shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances. Further, in adjudging such invalid provision, the court shall attempt to modify same to a provision which is not invalid or unconstitutional and which best achieves the intent of the invalid or uncontested provision.

- (aa) Assessment of costs on Developer Property/Property Benefited Thereby. the Village may assess the costs of enforcing any provisions hereof, against the lots owned by the Developer and/or lots benefited thereby, to be levied, enforced and collected in the same manner as Village taxes, by the same proceedings, at the same time, with the same penalties and having the same effect as a lien upon the property as a general Village taxes. This shall be in addition to and separate from any other right or remedy the Village may have.
- (bb) This Amended Resolution Approving Amended Preliminary Plat - Minoa Farms Section 2 amends and supercedes in its entirety the Resolution, i.e. "Resolution Approving Amended Preliminary Plat – Minoa Farms Section II" adopted by the Village of Minoa Board of Trustees on the 29th September, 2008.

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

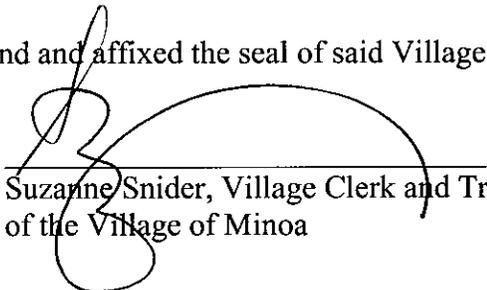
Richard Donovan, Mayor	Aye
William Brazill, Trustee	Aye
John Champagne, Trustee	Aye
Edmond Theobald, Trustee	Aye
Ronald Cronk, Trustee	Aye

Resolution was amended and adopted on November 3, 2008.

CERTIFICATION

I, the undersigned, Clerk of the Village of Minoa, Onondaga County, New York, do hereby certify: that the above is a true copy of the original resolution passed at a meeting of the Minoa Village Board on November 3, 2008.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Village this 18th day of November, 2008.



Suzanne Snider, Village Clerk and Treasurer
of the Village of Minoa

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MINOA FARMS SUBDIVISION

In consideration of the premises herein, **MINOA FARMS DEVELOPMENT COMPANY, LLC**, a New York limited liability company with an address of P.O. Box 1454, Williamsville, NY hereinafter referred to as Owner, hereby agrees that for a period of fifteen (15) years from and after the date of this instrument being the ___ day of _____, 2008, every Lot in the community known as MINOA FARMS SUBDIVISION, "Section ___" (the "community") according to a map filed in the Onondaga County Clerk's Office as Map # _____ shall be subject to the provisions contained in this instrument, and upon the filing of this instrument, these provisions shall be imposed upon all Lots in the community, and shall be binding upon all owners of Lots in the community and all persons claiming under them during the aforementioned fifteen (15) year period, after which these covenants shall be extended for successive periods of ten (10) years each, unless these covenants are terminated by a vote of the majority of the then owners of the Lots in the community.

If any homeowner, his/her heirs, successors or assigns, violates or attempts to violate any of these provisions, it shall be lawful for any other homeowner to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate such provisions to prevent them from doing so.

Invalidation of any one of these provisions by judgment or court order shall in no way affect the continuing validity of the other provisions of this instrument, the remainder of which shall remain in full force and effect.

1. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee ("ACC") shall be and it is hereby established. It shall consist of Minoa Farms Development Company, LLC. No homeowner will be allowed to be a member of the ACC until one hundred percent (100%) of the homes constructed on the Lots are sold and closed. When Minoa Farms Development Company, LLC owns no further Lots in the community, the ACC will consist of three (3) homeowners chosen by the then owners of the Lots in the community. Thereafter, approval of the ACC of any applications shall be a majority vote.

2. APPROVALS

When the approval of the ACC is required, such approval shall be in writing, and signed by the chairperson of the ACC. Applications for such approval shall be in writing unless the requirement is waived by the ACC.

3. RESIDENTIAL USAGE

No Lot shall be used for other than residential purposes and the usual and normal uses connected therewith. NO structure except for the home shall be used as a residence either temporarily or permanently.

4. CHANGES AND ADDITIONS

No building shall be erected or altered on any Lot until locations, construction plans and specifications have been approved by the ACC with regard to designs, quality of materials, and workmanship. NO building, additional buildings or structures on any Lot may be altered or added to in any way that affects the exterior appearance without the above-mentioned approval by the ACC; included in this limitation are dog houses, fences, additions to the frame of the home, porches, sheds and fireplaces chases and the like. No metal sheds are permitted on any Lot in the community. A non-metal shed, tool-house, or greenhouse may be placed on any Lot if the design is compatible with the main house and out of view from the street and is approved by the ACC.

5. MAINTENANCE AND UPKEEP

Each homeowner shall maintain his/her Lot and any structures contained within it, including, but not limited to, repairing, staining and painting.

- A. Fences. Fences shall not be erected or placed on any Lot nearer to any street than the rear line of the home. Fences are limited to six (6) feet in height and are to be of wood, wrought iron or plastic material only (locations and type to be approved by the ACC prior to erection of any such fence) and are to comply with all town and village requirements. These structures shall be maintained in such a manner so that they do not obstruct sight lines of vehicular traffic.

- B. Trees, Gardens and Lawns. Homeowners shall be responsible for additional seeding, watering and mowing of the entire Lot, including street rights-of-way. Lawns must be seeded within twelve (12) months of the date of closing the transfer of title. Homeowners shall also be required to plant two (2) trees of 2 1/2" caliper in trunk width not later than eight (8) months following the date of closing and transfer of title and occupancy of the residence on the Lot. Such trees shall not be planted within the public street right-of-way. Responsibilities of the homeowners shall also include the trimming and pruning of trees, hedges, and plantings. No lawn or garden ornaments will be permitted unless approved by the ACC. Holiday decorations must be removed within thirty (30) days of the holiday. Decorations or ornaments shall be maintained in such a manner so that they do not obstruct sight lines of vehicular traffic.

- C. Driveways. Homeowners shall install a permanent asphalt driveway within twelve (12) month of the data of closing the transfer of title. Driveways must not be constructed of any other material other than blacktop asphalt unless approved by the ACC.
- D. Firewood. All firewood shall be stored in a building on the Lot or in the rear of the Lot in such a way it cannot be viewed from the front of the Lot.

6. PARKED AND STATIONARY VEHICLES

- A. No mobile homes, campers, snowmobiles, boats, recreational vehicles, trailers, commercial vehicles or the like are to be stored or parked on any portion of any Lot for longer than seven (7) days, unless they are hidden behind a fence, or are parked in a building on the Lot and out of public view.
- B. No extensive repair work on any of the items referred to in sub-paragraph A herein shall be permitted outdoors on any Lot.
- C. Non-operable and/or non-registered motor vehicles, recreational vehicles or trailers will not be permitted to be stored or parked on any portion of any Lot, except in a building on the Lot. No snowmobiles or all-terrain vehicles are permitted to be operated in the community.

7. PETS

No animals/livestock or poultry of any kind shall be raised, bred or kept on any Lot except for domestic or customary household pets.

8. GARBAGE CONTAINERS AND CLOTHESLINES

Garbage and other waste materials shall be kept in sanitary containers and concealed from public view except on collection days. No clotheslines shall be permitted if viewable from the street and clothes are not to be hung or placed anywhere in public view. Clothes that are hung on clotheslines not viewable from the road are to be removed within 24 hours of when they are hung.

9. SIGNS

Signs shall not be displayed to the public on any Lot, unless such sign is first approved by the ACC; provided, however, any sign used by the builder to advertise the property during the sale and construction period or real estate agent's signs shall be permitted without consent. These signs will be placed in a manner which will not obstruct sight lines of vehicular traffic.

10. POOLS

In-ground pools are acceptable if built and located in accordance with Village requirements and are surrounded by a fence as described in Section 5 sub-paragraph A and out of public view from the front of the home. No above-ground pools will be permitted.

11. ANTENNAS/SATELLITE DISHES

Antennas for both radios and televisions must be approved by the ACC and the homeowner must produce plans of such antennas for approval before installation. Full size satellite dishes will not be permitted in the community. Up to eighteen (18) inch satellite dishes are permitted; however, the location of each must be approved by the ACC prior to installation. In no case shall any satellite dish be placed on the front elevation of the structure (front elevation means that portion of the structure facing the road). Therefore, some Lots in the community may have more than one elevation facing the road, such as a corner Lot.

12. WINDOW AIR CONDITIONERS

Window unit air conditioners shall not be permitted in windows located on the front elevation of the structure (front elevation means that portion of the structure facing the road).

13. GARAGES

All dwellings on a Lot must have a minimum two (2) car garage and a maximum four (4) car garage.

14. ENFORCEMENT OF COVENANTS AND RESTRICTIONS

The ACC, or any homeowner, or the Village of Minoa, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions or covenants now or hereafter imposed by the provisions of this instrument. Failure to enforce any restrictions, conditions, or covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter. Violators must pay all attorneys' fees and expenses of enforcement.

SIGNATURE IS ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, this instrument has been duly executed as of this ___ day of _____, 2008.

MINOA FARMS DEVELOPMENT
COMPANY, LLC

By: _____
Elliot Lasky, Manager

STATE OF NEW YORK)
COUNTY OF)SS.:

On the _____ day of _____ in the year 2008, before me, the undersigned, a notary public in and for said state, personally appeared **ELLIOT LASKY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My Commission Expires: