

**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 DeStato, Superintendent ESM School District**  
**Manlius Historical Society**  
**Minoa Library**  
**John Regan**

**VILLAGE OF MINOA**  
**BOARD OF TRUSTEES**  
**SEPTEMBER 29, 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 September 29, 2008.

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

**ALSO** Thomas Petterelli

**PRESENT:**

**ABSENT:** None

Mayor Donovan opened the meeting at 7:30 p.m. with the Pledge of Allegiance led by Clerk/Treasurer Snider.

**MINUTES OF**  
**VILLAGE BOARD**  
**MEETING -**  
**SEPTEMBER 8, 2008**

A motion was made by Trustee Theobald and seconded by Trustee Champagne to accept the minutes of the September 8, 2008 Village Board Meeting as recorded. All in favor. Motion carried.

**MINOA FARMS -**  
**(AMENDED)**  
**PRELIMINARY PLAT**

Attorney Primo provided the following updated overview of the proposed Minoa Farms Amended Preliminary Plat Resolution. Attorney Primo said the resolution had been discussed with Elliot Lasky and his attorney, Dan Shulman.

## SUBDIVISION

### APPROVAL

- (b) Street Lighting – National Grid will install the street lighting, but it is the expectation that if National Grid does not install the street lighting, it is the developer's obligation and responsibility to install the street lights by January 1, 2010 at the developer's expense.
- (e) Village Park – The park has to be completed no later than November 15, 2008. The park will include walking trails, preserve trees along the trail wherever possible, a paved access road, paved and striped parking areas, under and surface drainage facilities, graded sloping to the pond area, and grading and seeding where necessary. The only item not required to be completed by November 15, 2008 is the paving and striping of the access road and parking areas.
- (f) Stop-Gap & Permanent Drainage Measures – There have been flooding issues in the rear of Lots 215-219 located on Forest View Lane and they had originally discussed temporary measures to alleviate the flooding, but the temporary measures have not been completed yet. The resolution requires that permanent drainage measures be taken no later than October 31, 2008 and would include the installation of a drywell connected to a under road drain & reshaping of the asphalt grades in the Norbert Place cul-de-sac area. Attorney Primo said that Larry Roscini, Village Engineer, believes that the permanent drainage measures on Forest View Lane and Norbert Place changes can be completed by October 31, 2008.

Attorney Primo said they are agreeable to installing permanent measures, but that Mr. Lasky is concerned that they will not be able to meet the October 31, 2008 deadline. Mayor Donovan said that per his conversations with Mr. Roscini the construction drawings for the next section are almost complete and that Mr. Roscini said the engineering for the permanent measures could be completed by October 31, 2008. Mayor Donovan said the Minoa Farms residents have waited long enough and the work should be finished by October 31, 2008.

- (g) Public Roads – Top Coat – Attorney Primo said that Mr. Lasky had asked for a November 15, 2008 date to complete the top coat, but Mr. Roscini expressed concern that the asphalt plants would be closed after November 1, 2008. Attorney Primo said he doesn't think that Mr. Lasky will be able to complete the top coat by October 31, 2008 and it would probably be completed in spring 2009. Attorney Primo said there could be difficulties in recalling the bond on November 1<sup>st</sup> and trying to complete the job as a Public Works Project due to bidding requirements by the

municipality required by the bonding company. Attorney Primo said the Board needs to monitor the situation surrounding the resolution and it's typical for the Developer to ask for accommodations with dates. Attorney Primo said that before the Board can call in a bond there will have to be many conversations and the whole picture will need to be reviewed. He said that he is not concerned that they will complete the top coat paving, but is concerned that the permanent drainage measures will not be resolved and he said the October 31, 2008 date should remain.

Attorney Primo said that after fourteen days of adopting the resolution, Mr. Lasky needs to provide an updated bond security agreement and a letter from the bonding company that covers all of the items listed in the resolution by an amended bond.

Discussion ensued and it was agreed that the permanent drainage measures and the top coat paving should be completed by October 31, 2008. Mayor Donovan requested that Attorney Primo send a letter to Attorney Dan Shulman that the work should be completed by October 31, 2008.

- (u) Entranceway Monument – The item was added after discussions were had between Elliot Lasky and the Minoa Farms residents and is to be placed at the Baird/Forest View Street main entrance by June 30, 2009. Attorney Primo said the materials and designs are to be agreed upon between the Village Board and the Developer. Mayor Donovan said the monument should be simple in nature and low maintenance. Attorney Primo said that typically the neighbors maintain the signs and/or monuments around their developments.

Attorney Primo suggested that they include an Illegality/Severability statement that any clause, sentence, paragraph, subdivision, section or part of this resolution is judged to be invalid or unconstitutional; it would not invalidate the rest of the resolution.

Attorney Primo suggested that the Board include an Assessment of Costs which the Village may assess the costs associated with the lots accrued by the Village can be levied against the property as a lien upon the Village taxes.

### ***SEQR***

A motion was made by Trustee Brazill and seconded by Trustee Cronk acting as Lead Agency hereby reaffirms 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. All in favor. Motion carried.

***MINOA FARMS AMENDED PRELIMINARY PLAT SUBDIVISION  
APPROVAL***

A motion was made by Trustee Theobald and seconded by Trustee Cronk to approve the Preliminary Plat Subdivision as amended, subject to and in accordance with the proposed 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.

**RATIFY PRIOR  
APPROVAL TO BID  
FOR FIRE  
DEPARTMENT  
EMERGENCY  
EXTRACTION  
EQUIPMENT**

A motion was made by Trustee Brazill and seconded by Trustee Theobald ratifying prior approval to go out for bid for an emergency extraction equipment system for Engine 13 for the Minoa Fire Department with the bid opening scheduled for October 3, 2008 at 12:00 Noon. All in favor. Motion carried.

**RATIFY PRIOR  
APPROVAL/  
NIAGARA  
MOHAWK BANNER  
AGREEMENT**

A motion was made by Trustee Cronk and seconded by Trustee Champagne ratifying prior approval given for Mayor Donovan to sign the Niagara Mohawk agreement to hang "Village of Minoa" banners permanently on various electric poles around the village. All in favor. Motion carried.

**BID RESULTS/  
DIESEL POWERED  
BRUSH TRUCK**

Clerk/Treasurer Snider reported on the results of the bid that were received and opened on September 28, 2008 at Noon. She said there was only one bid received from Absolute Emergency Vehicles for one (1) diesel powered brush truck in the amount of \$150,632.00. Clerk/Treasurer Snider said the bid package did not include the cost of painting the brush truck green and said that Absolute Emergency Vehicles would provide a written quote verifying that the additional paint option post bid would be in the amount of \$3,600.00 per their verbal quote.

A motion was made by Trustee Brazill and seconded by Trustee Champagne awarding the bid for one (1) diesel powered brush truck to Absolute Emergency Vehicles in the amount of \$150,632.00 plus the paint option post bid in the amount of \$3,600.00 for a total of \$154,232.00, per their bid and our specifications. All in favor. Motion carried.

**ESM YOUTH  
SPORTS**

A motion was made by Trustee Theobald and seconded by Trustee Champagne authorizing Mayor Donovan to sign the 2008-2009 ESM Youth Sports Agreement in the

**AGREEMENT / 2008-2009** amount of \$4,500.00 and authorizes the Treasurer to make the first payment in the amount of \$2,225.00 upon the execution of the agreement and the remaining \$2,225.00 on March 1, 2009. All in favor. Motion carried.

**SEWER AGREEMENT WITH ESM SCHOOL DISTRICT** Mayor Donovan reported for informational purposes only that the proposed agreement with the ESM School District is in the amount of \$108,500.00 per year from October 1, 2008 to September 30, 2011. The proposed increase of 3.23% would cover increasing costs. Mayor Donovan said he has given them the proposed agreement, but before we sign the agreement there are some maintenance and infrastructure issues that need to be addressed by the ESM School District.

**REQUEST PERMISSION TO ATTEND BUILDING OFFICIALS CONFERENCE / RICHARD GREENE** A motion was made by Trustee Brazill and seconded by Trustee Theobald giving permission to Richard Greene to attend the Central Chapter New York State Building Officials Conference on October 16, 2008 at Barbagallo's, East Syracuse, NY from Noon to 4:00 p.m. in the amount of \$35.00 per person. All in favor. Motion carried.

**STOP SIGNS AND CROSSWALK / HULBERT STREET AND S. MAIN STREET** A motion was made by Trustee Brazill and seconded by Trustee Cronk agreeing to add the following stop signs and crosswalks:

- Four-way stop signs at the intersection of Hulbert Street and S. Main Street near Lewis Park
- Crosswalk from the south west side of Lewis Park across S. Main Street to Hulbert Street and a connecting crosswalk from the west side of S. Main Street to Hulbert Street
- Crosswalk from the center of Hulbert Street at the Lewis Park entrance to the plaza

All in favor. Motion carried.

**INTERNATIONAL WALK TO SCHOOL DAY** A motion was made by Trustee Brazill and seconded by Trustee Champagne giving permission to Minoa Elementary to shutdown Helfer Lane and Cheryl Lane for International Walk to School Day on October 8, 2008 from 8:10 a.m. to 8:40 a.m. All in favor. Motion carried.

**COURT** ***RATIFY PRIOR APPROVAL / NEW POSITION DUTIES STATEMENT / PT COURT ATTENDANT***

A motion was made by Trustee Brazill and seconded by Trustee Theobald ratifying prior approval to submit the new Position Duties Statement to Civil Service for an additional part-time Court Attendant. All in favor. Motion carried.

***PERMISSION TO HIRE PT COURT ATTENDANT / KENNETH ADAMS***

A motion was made by Trustee Brazill and seconded by Trustee Theobald agreeing to

hire Kenneth Adams, 8275 Kirkville Road, Kirkville, NY at the rate of \$60.00 per court session effective October 1, 2008 as a part time Court Attendant. All in favor. Motion carried.

**AMBULANCE** Nothing to report.

**FIRE DEPARTMENT** ***MEMBERSHIP IN THE MINOA FIRE DEPARTMENT - SUPPORT***  
A motion was made by Trustee Champagne and seconded by Trustee Theobald accepting for support membership in the Minoa Fire Department for the following individual: Kelsey Gaika, 110 Robert a Road, Schenectady, New York. All in favor. Motion carried.

***MEMBERSHIP IN THE MINOA FIRE DEPARTMENT***  
A motion was made by Trustee Brazill and seconded by Trustee Champagne accepting for membership in the Minoa Fire Department the following individual: Carolyn Henn, 334 Baird Street, Minoa, New York. All in favor. Motion carried.

**DPW** ***REQUEST PERMISSION TO ATTEND THE FALL 2008 HIGHWAY SCHOOL PLANNING COMMITTEE MEETING***  
A motion was made Trustee Cronk and seconded by Trustee Champagne giving permission for Thomas Petterelli to attend the Fall 2008 Highway School Planning Committee Meeting on October 28, 2008 in Oneonta, NY from 9:00 a.m. to 2:30 p.m. at no cost. All in favor. Motion carried.

**WWTF** Nothing to report.

**TRUSTEES' REPORT** Trustee Champagne had nothing to report.

Trustee Theobald said he sent a letter to the Minoa Fire Department about working together on the Halloween Party to be held on October 31, 2008 at Station I.

Trustee Cronk said that Steve Giarrusso was back from his vacation and all was well with the DPW and the WWTF.

Trustee Brazill reminded the Board that he needed newsletter information and asked for information from the DPW and the Codes Enforcement Officer as well.

**MAYOR'S REPORT** Mayor Donovan said that there was a graffiti incident in the men's room in the Municipal Building and he filed a report with the Town of Manlius Police, who are investigating the incident.

Mayor Donovan said the DPW is almost finished with the Rees Field project and they will be planting trees in the upcoming weeks weather permitting.

**ATTORNEY'S  
REPORT**

Nothing to report.

**AUDIT CLAIMS**

A motion was made by Trustee Theobald and seconded by Trustee Champagne that claims on Abstract # 08 in the amounts of General Fund - \$69,228.66 (Vouchers 271-326); Capital Fund (H4) - \$238.39 (Vouchers 006-008); and Sewer Fund - \$5,796.26 (Vouchers 101-116) for a total of \$75,263.31 be audited and paid. All in favor. Motion carried.

**TREASURER'S  
REPORT - AUGUST  
2008**

A motion was made by Trustee Brazill and seconded by Trustee Champagne to accept the Treasurer's Report for the month of August 2008 as recorded. All in favor. Motion carried.

**PUBLIC COMMENTS**

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

**EXECUTIVE  
SESSION - IN**

A motion was made by Trustee Champagne and seconded by Trustee Brazill to go into Executive Session at 8:52 p.m. for the purpose of discussing proposed, pending or current litigation. All in favor. Motion carried.

**EXECUTIVE  
SESSION - OUT**

A motion was made by Trustee Champagne and seconded by Trustee Cronk to come out of Executive Session at 9:23 p.m. All in favor. Motion carried.

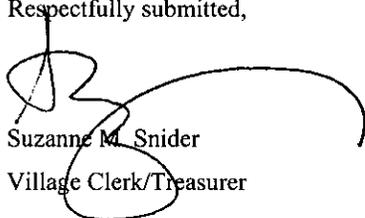
**PROPERTY  
DAMAGE RELEASE  
OFFER / 114 FOREST  
VIEW LANE SEWER  
LINE DAMAGES /  
HARLEYSVILLE  
INSURANCE**

A motion was made by Trustee Brazill and seconded by Trustee Champagne to accept the Property Damage Release offer from Harleysville Insurance as expressed in their offer letter dated September 28, 2008 in the amount of \$2,000.00 for the original insurance claim of \$3,425.71 for sewer line damage repairs at 114 Forest View Lane on March 15, 2007 for the property owned by Sciuga Builders and damage to sewer line done by a backhoe owned by C.L. Murphy Contractors and authorizing Mayor Donovan to sign and deliver the Property Damage Release offer. All in favor. Motion carried.

**ADJOURNMENT**

A motion was made by Trustee Brazill and seconded by Trustee Theobald that the Village Board Meeting be adjourned at 9:29 p.m. All in favor. Motion carried.

Respectfully submitted,

  
Suzanne M. Snider  
Village Clerk/Treasurer

**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 29th day of September 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  
Thomas Petterelli, DPW Superintendent

No members of the public in attendance.

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

**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

SCHEDULE “A”

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 10<sup>th</sup>, 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 Sheps 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 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 shall likewise be constructed at a 5 foot width and be constructed as part of the construction of the access road within the Village Park described at subparagraph (e) hereof.

- (d) Hammerhead Paving. The paving of the “Proposed Hammerhead Turnaround” located at the end of South Central Avenue shall be deemed substantially complete as of, and the warranty period of one year shall commence as of, 10/15/07.
- (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 at subparagraph (c) above, paved and striped 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.
- (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 10/31/08 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 10/31/08 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 10/31/08.

- (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-Downed Trees – All dead/downed trees, branches and brush through at the development area, including, without limitation, in the proposed Village Park area, shall be removed not later than October 31, 2008 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 superseded 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 10<sup>th</sup>, 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) Entranceway Monument – The Baird/Forest View Street (main) entrance to the entire Minoa Farms development shall have entranceway monument signage stating “Minoa Farms” same to be constructed not later than 6/30/09 from materials and in such design as agreed to between the Village Board of Trustees and Developer.
- (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 (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 shall entitle the Village to declare the approval herein null and void and/or to exercise any remedies provided for hereunder and under the Security Agreement(s).
- (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 all of the obligations of Developer hereunder and under 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.

Upon motion made by Trustee Theobald, 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

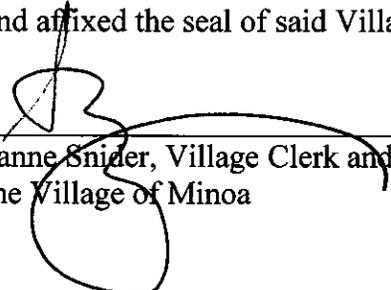
Resolution was adopted on September 29, 2008

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**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 September 29, 2008.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Village this 29<sup>th</sup> day of September, 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:

s:\Minoa Farms\Ryan Homes Covenants Minoa Farms Final (2) rev 9-22.doc