

**AGREEMENT FOR ANNEXATION AND OPERATION AND  
MAINTENANCE OF PARK TO BE INCLUDED IN ANNEXATION**

**THIS AGREEMENT**, made and entered into this        day of October, 2018, by and between the **VILLAGE OF BALDWINSVILLE**, a municipal corporation organized and existing under the laws of the State of New York, having its offices at 16 West Genesee Street, Baldwinsville, New York (hereinafter referred to as "the Village") and the **TOWN OF LYSANDER**, a municipal corporation organized and existing under the laws of the State of New York, having its offices at 8220 Loop Road, Baldwinsville, New York (hereinafter referred to as "the Town"),

**WITNESSETH:**

**WHEREAS**, the Town is the owner and operator of Lysander Town Park located within the Town (hereinafter referred to as "Park"); and

**WHEREAS**, the Town has filed a Petition with the Village to have the property on which the Park is located annexed to the Village pursuant to General Municipal Law Article 17; and

**WHEREAS**, under the New York State General Municipal Law, municipalities are authorized and encouraged to enter into negotiations relative to the annexation of property; and

**WHEREAS**, the Village and the Town are desirous of entering into this Agreement, (the "Agreement") in order to consolidate the operation and maintenance of the Park, setting forth the responsibilities of both the Town and the Village relative to both the operation and maintenance of the Park and the services to be provided by the Village and the costs involved;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Village and the Town agree as follows:

**RESPONSIBILITIES OF PARTICIPANTS**

1. The Town shall be responsible for
  - (a) the operation of all of the Park with Town personnel, and agrees to abide by the provisions of the Baldwinsville Village Code, including those provisions relative to property maintenance and those relating to any future Park expansion, notwithstanding its status as a municipality;
  - (b) the timely maintenance of the Park, including upkeep of the structures in the Park, mowing, cutting, trimming, weed eating, leaf removal, landscaping, and snow/ice removal;
  - (c) the costs related to the installation of sewer lateral connections to the Village sewer system;

(d) rates applicable to the use of the sewer system pursuant to the provisions of the Baldwinsville Village Code Section 261-51;

(e) providing water to the Park. If in the future, the current water provisions through OCWA are not available, the responsibility to provide water remains with the Town, and the Village, if it agrees, can provide water to the Park under such terms as may be agreed upon;

(f) gating the Park during active park season while there is an attendant on duty; and

(g) coordination and cooperation with the designated Village liaison regarding all Park-related matters

2. The Village shall be responsible for:

(a) providing sewer connections to the Park as requested by the Town and adding the Park to the Village Sewer System;

(b) providing such other services as generally required of the Village, including police protection.

3. The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Lysander, at a meeting thereof held on . Joseph P. Saraceni, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Lysander.

4. The Mayor has executed this Agreement pursuant to a resolution adopted by the Village Board of the Village of Baldwinsville, at a meeting thereof held on . Richard Clarke, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk, Village of Baldwinsville.

5. The Town and Village each agree to each be responsible for costs incurred by the other municipality due to a breach by them of the provisions of this Agreement and the responsibilities of each as set forth in this Agreement. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

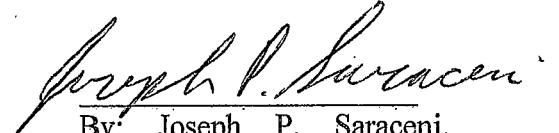
6. This Agreement shall be effective commencing the date of annexation to the Village of the property upon which the Park is located, provided that both governing boards have

authorized this Agreement and its execution by the duly authorized officials.

Dated:

TOWN OF LYSANDER

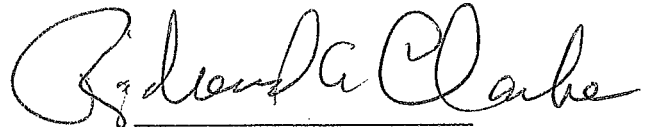
11/7/18

  
By: Joseph P. Saraceni,  
Supervisor

Dated:

VILLAGE OF BALDWINSVILLE

11/1/18

  
By: Richard Clarke, Mayor