Memorandum of Understanding

This Memorandum of Understanding (the "Agreement") is entered into between the Town of Skaneateles (the "Town") and the Village of Skaneateles (the "Village") (collectively, the "Parties").

RECITALS

WHEREAS, the Town wishes to undertake a proposed project to renovate and expand facilities located on real property owned by the Town at 1 East Austin Street (the "Project"), located within the Village, more commonly known as Austin Park (the "Property"); and

WHEREAS, on November 20, 2023, the Town Board voted to assert immunity from the Village's zoning laws and regulations as they applied to the Project as it then existed; and WHEREAS, the Project shall consist of the plans as they existed on November 20, 2023

(attached as Exhibit A), as amended by this Agreement; and

WHEREAS, over the last six (6) months the Town and the Village have entered into negotiations to determine whether the Town's assertion of immunity can be resolved without litigation; and

WHEREAS, the Village and Town now desire to enter into this agreement (the "Agreement") in furtherance of resolving the disputes between them concerning the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth below, the Parties agree as follows:

1. The Parties acknowledge that this Agreement applies solely to the Project and no other

or future project the Town may seek to undertake at the Property. The Town's November 20, 2023 assertion of immunity shall not apply to any other or future project at the Property that is not described in the plans attached as Exhibit A or in this Agreement.

- The Town acknowledges that the Project remains subject to State Uniform Fire
 Prevention and Building Codes.
- 3. The Village agrees and covenants not to sue or bring any legal challenge against the Town concerning the Town's assertion of immunity from the Village's zoning and planning laws as they relate to any claim based on the Project, including but not limited to, any proceeding pursuant to Article 78 of the New York State Civil Procedure Laws and Rules and any action for declaratory judgment, in any court of any jurisdiction.
- 4. The Village releases the Town from any and all actions, causes of action, suits, claims, obligations, liabilities, debts, demands, contentions, damages, judgments, levies, and executions of any kind, whether in law or in equity, known or unknown, which the Village had, did have, or may in the future claim to have against the Town by reason of, arising out of, related to, or resulting from the Town's assertion of immunity related to the Project and its ability to proceed with the construction of the Project without any further approvals outside of this Agreement. It being expressly agreed and understood that the foregoing release does not apply to the Town's obligations as set forth herein.
 - 5. The Town agrees to alter the plans attached as Exhibit A in the following ways:
 - A. The Town agrees to erect a building (the "Storage Building") which is at least 40 ft. by 60 ft. near the northern property line of the Property for the purpose of storing sand, mulch, woods chips and ball mix. This Storage Building will replace the Town's proposed addition to be located on the northeastern corner

17740505.1 4/25/2024 17858465.5 5/23/2024 of Austin Arena that would have been used for the same purpose. The Storage Building will be sited in such a way to allow for expansion in the future, should this be deemed necessary and advisable by the Town. Said expansion shall not require Village approval. In addition, the Storage Building will also be constructed in such a way that it will be capable of accommodating one pick-up truck and multiple trailers. The Town further agrees that it will store at least one pick-up truck (or equivalent vehicle based on future Town equipment inventory) and multiple trailers in this location upon the opening of the Storage Building. However, the Village acknowledges that operational necessity, weather and changes in equipment needs may alter these plans over time and the Town is permitted to adjust its storage practices without need to seek further approvals from the Village, so long as the items being stored in the Storage Building are substantially the same as set forth in this paragraph.

- B. The location of the Storage Building near the northern boundary of the Property will require the Parties to obtain an access easement from the owner of 97 State Street (tax map 1.D. # 004.1-01-01.2), the parcel located to the north of the Property. The Village agrees to assist in securing the required easement for access to the Storage Building.
- C. The Town agrees to make a reasonable effort to ensure that the design of the Storage Building is attractive and well maintained in keeping with the context of its surroundings.

17740505.1 4/25/2024 17858465.5 5/23/2024

- D. The Town agrees to further amend the plans at Exhibit A by reducing the number of garage doors to be located on the northern side of the Austin Arena to no more than three. In addition, the Town agrees that the garage doors will have a more decorative facade in keeping with the character of the neighborhood. Examples of the type of doors to be installed are attached hereto as Exhibit "B." The final determination regarding the doors to be installed will be made by the Town and will be consistent with the examples at Exhibit "B."
- E. The Town agrees to further amend the plans at Exhibit A by incorporating upgrades to the Austin Arena to include renovations to the existing kitchen with commercial grade appliances and three commercial sized sinks appropriate for dishwashing.
- F. The Town agrees to construct bathrooms on the southwest side of the Austin Arena that will be accessible to the public from the exterior of the building and from the interior of the Arena. The new bathrooms will comply with ADA standards for accessibility.
- G. The Town agrees to update the existing Arena to provide a multi-use space for the community. The plan includes use by the Farmer's Market, walking track, turf flooring, Labor Day Field Days, Rotary Pancake Breakfast, Town recreational programs, and other Skaneateles community organizations. Updates to this space will include drainage, electric, lighting, façade, and

landscaping. No portion of the Arena shall be used to store highway department equipment. The Project will not include the installation of underground or above ground petroleum storage tanks. All wheeled equipment (i.e. tractors, mowers, etc.) will be stored inside overnight barring a temporary operational need to do otherwise.

- H. The Town agrees that only equipment and materials used in Austin Park will be stored in the Storage Building or Austin Arena.
- I. The Town agrees to convert the condenser area and utility room at the south end of the Austin Arena into a garage large enough to house three pick-up trucks overnight. The intention being that this garage will be primarily below grade and have a limited visual impact from the point of view of neighbors to the west.
- J. The Town agrees that storage area on the north end of Austin Arena will be no more than 40 feet in depth and will primarily house mowers and other park recreational equipment, but will be designed in such a way to allow for vehicles to access the area in order to transport stored items. No trucks of any kind will be stored overnight in the north end of Austin Arena unless a community event requires the use of the new garage space constructed on the south end of the Austin Arena, in which case pick-up trucks may be parked in the storage area on the north end of the Austin Arena until the community group vacates that space.

6. The Parties agree to schedule a public presentation for the community following execution of this Agreement in order to present this proposal to the public for input. In the event input from the public or design professionals necessitates adjustments to the construction plan agreed upon herein, the Parties agree to negotiate in good faith to make necessary adjustments in an amendment to this Agreement.

7. In the event there is a breach of this Agreement by the Town, the Village shall provide written notice to the Town and its counsel of the default pursuant to paragraph 8 herein. If the Town fails to cure its default within thirty (30) days from said written notice, it shall be deemed to be in breach of this Agreement. In addition, the Village shall be entitled to seek specific performance of the Town's obligations under this Agreement, as well as pursue any and all other legal and equitable claims to which the Village is entitled, which may be enforced by the Village in a court of competent jurisdiction.

8. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed given when hand delivered, mailed by certified or registered mail, return receipt requested, or nationally recognized overnight courier, to the respective parties as set forth below:

a. As to the Town;

Town of Skaneateles Att: Town Supervisor 24 Jordan Street Skaneateles, New York 13152

Brody D. Smith, Esq. Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202-1355 b. As to the Village:

Village of Skaneateles Att: Mayor 26 Fennell Street Skaneateles, New York 13152

Jordan R. Pavlus, Esq. Byrne, Costello & Pickard, P.C. 100 Madison Street Tower I, Suite 1600 Syracuse, New York 13202

 The Parties have discussed this Agreement with their respective counsel and Understand its terms and implications.

10. This Agreement contains the entire understanding and agreement of the Parties and supersedes any and all prior oral or written statements with respect thereto. This Agreement shall not be modified or changed in any way except in a writing signed by the duly authorized representatives of all of the Parties.

11. The individuals signing this Agreement are authorized to sign on behalf of their respective parties.

12. This Agreement may be executed in counterparts. Facsimile or electronically transmitted signatures shall be accepted and deemed to be original signatures and shall be binding on the Parties upon signing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Dated: May 29, 2024

Town of Skaneateles

Christopher Lege Shoetvison

Dated: 5/30/2024

Village of Skaneateles

Mary Sennett, Mayor

Exhibit A

TOWN OF SKANEATELES AUSTIN PAVILION PARKS DEPT. PROJECT #1

DRAWING INDEX TITLE

COVER SHEET EXISTING CONDITIONS AND PLAN INDEX

BIOSWALE PLAN

PAVILION RENOVATION PLAN

DRAINAGE PROFILE

DRAINAGE PROFILE

SECTIONS AND DETAILS

ANCHOR QEA ENGINEERING, PLLC TIM JOHNSON 290 ELWOOD DAVIS ROAD LIVERPOOL, NY 13080

KING+KING ARCHITECTS, L.L.P. CHAD ROGERS 358 W JEFFERSON STREET SYRACUSE, NY 13202

SPACE ARCHITECTURAL STUDIO, P.C. WILLIAM MURPHY 3 FENNEL STREET #2 SKANEATELES, NY 13152

SHEET #

C1.01 C1.02

C1.03

C2.01

C2.02

C2.03





COVER SHEET

C1.00

DRAFT - PROJECT #1

AUSTIN PAVILION RENOVATION AND BIOSWALE

AUSTIN PAVILION PARKS DEPT. TOWN OF SKANEATELES SKANEATELES, NY 13152



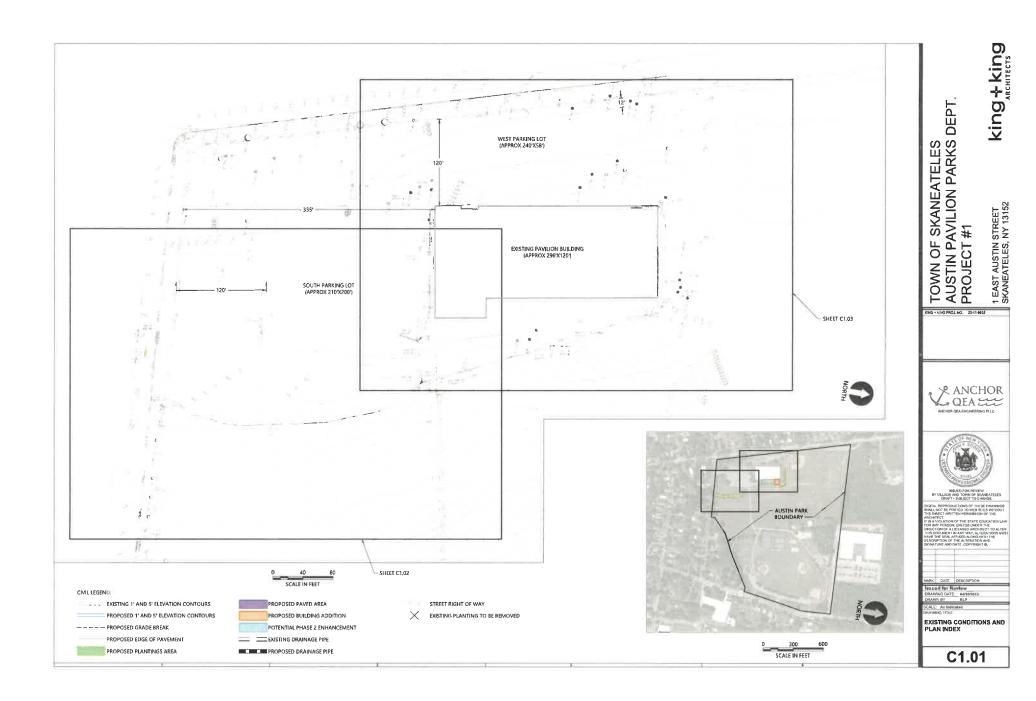
VICINITY MAP

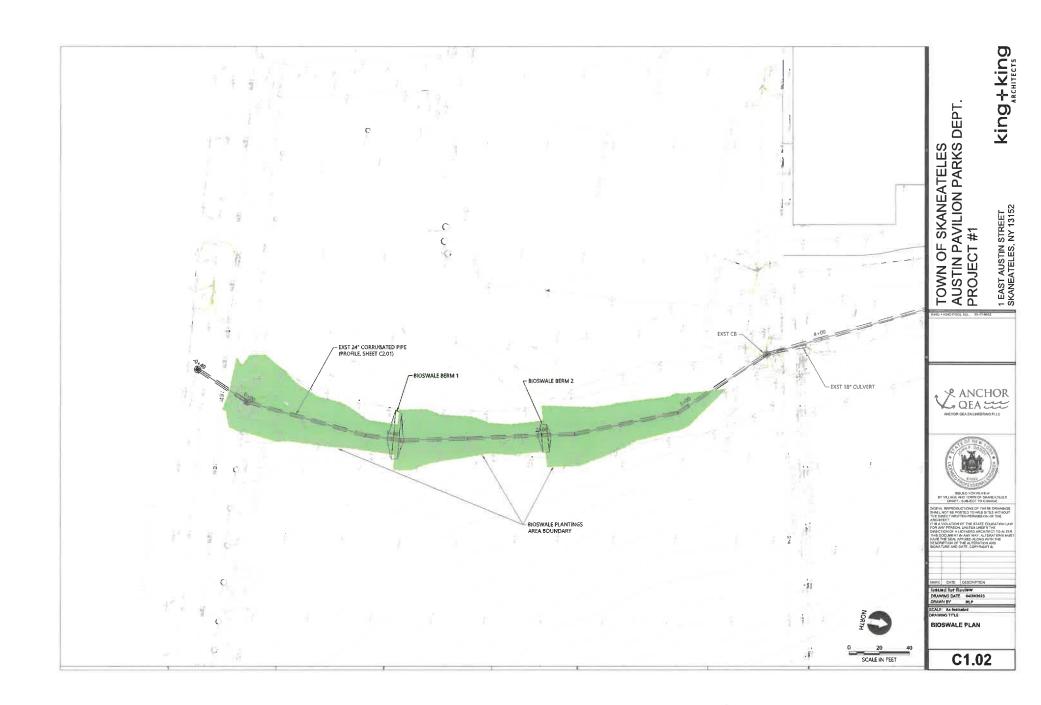


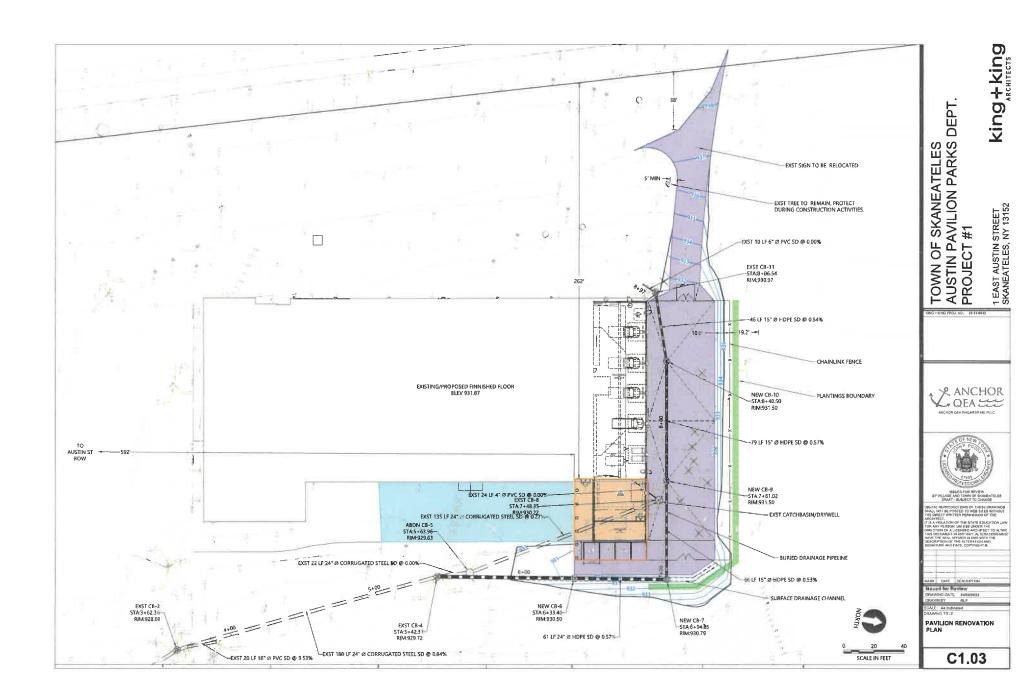


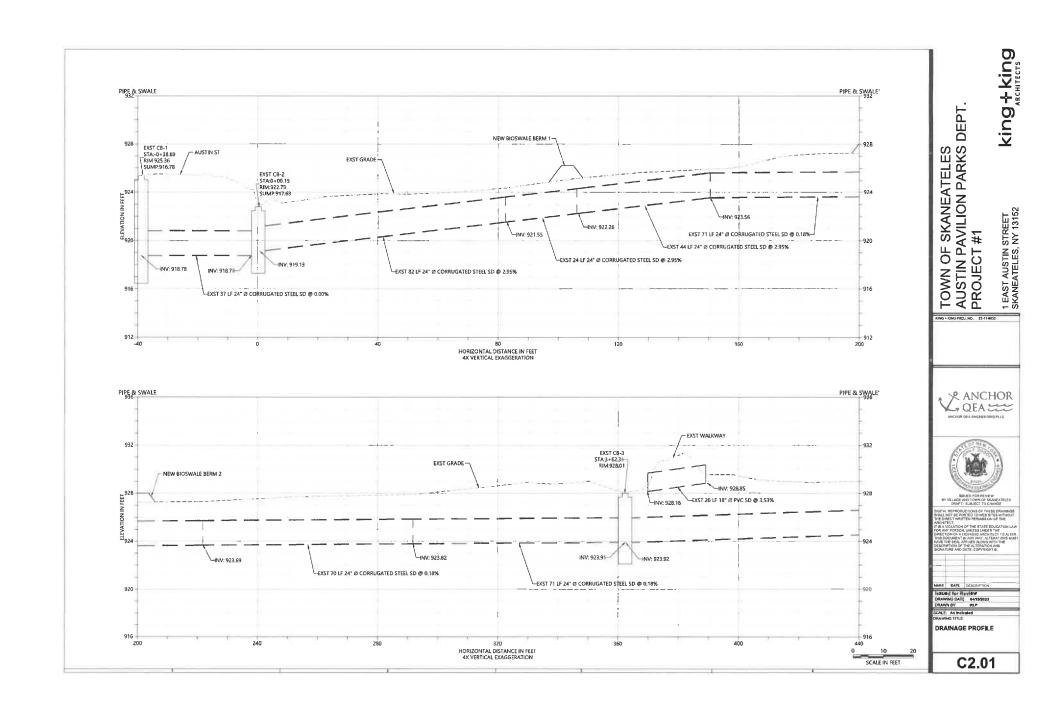
LOCATION MAP

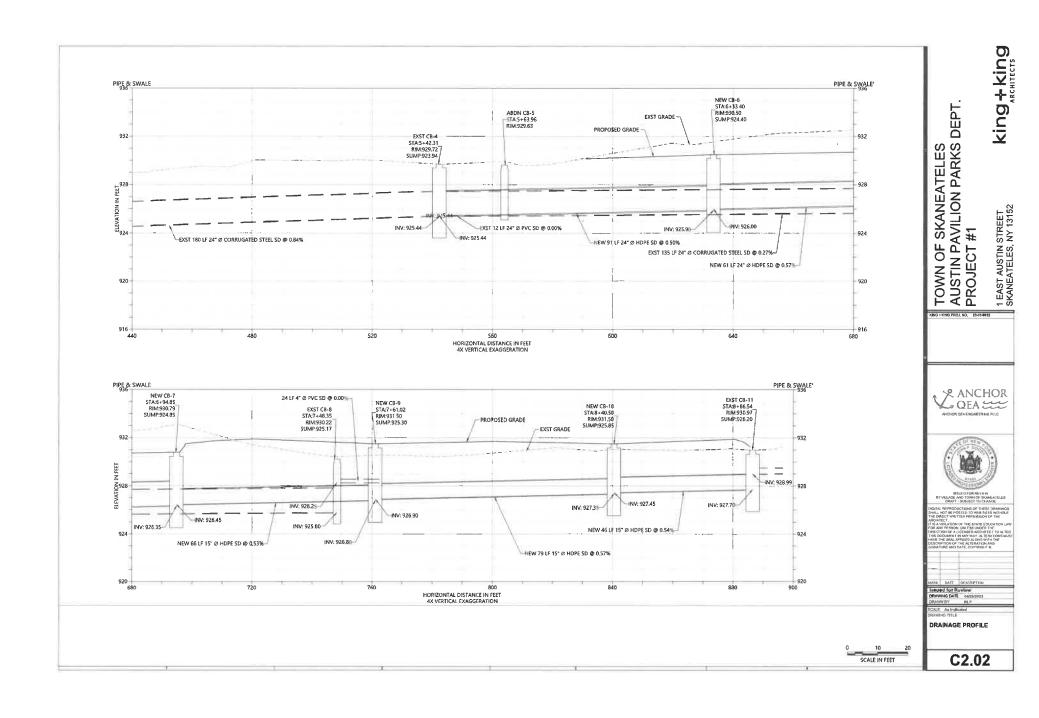












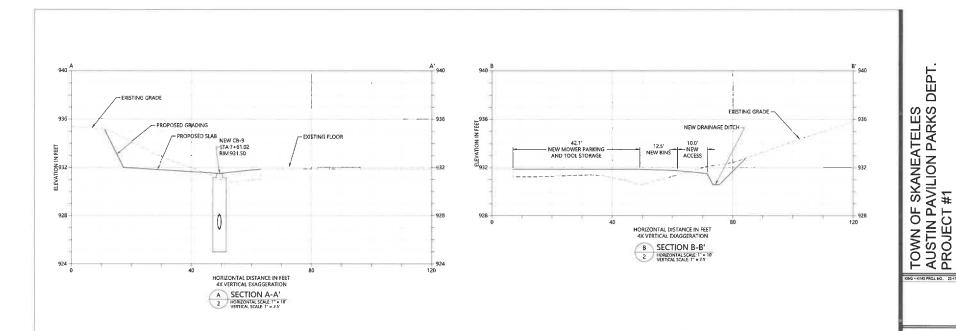
ANCHOR QEA



0 10 SCALE IN FEET

SECTIONS AND DETAILS

C2.03



NOTES:

ADDITIONAL DETAILS TO BE INCLUDED IN FINAL DESIGN.



L0.00



SHG + KING PROJ. NO. 23-11-9033

MARK DATE DESCRIPTION

WING TITLE: NOTES

L0.01

THATEMENE . CONTRACT LIPST LIPE HARCALNE PAYERS LINE / PROPERTY SPACE DOMOLIE GRANTE CURS PAYERSYT STOK ----400------100-PANTIME EDGE
AMOUT LINE
COMP. RETOVAL
UTILITY RETOVAL
OVER-EAD MINE
BATER L.NE
BANED FERR (PITO LINE
BANED FERR (PITO LINE
BANED ELECTROC LINE
DURIED ELECTROC LINE ++++ +· v BURBO BLICTHOC LINE
BANTARY SERRY - 5(2) / TYPE
BTOWN BRIDER - 4(2) / TYPE
BTOWNBATER HAVAGENERT TRENCH
FLAT DRAIN
URLITY POLE
UTELTY POLE WITH LIGHT GET SITE. LIGHT POLE ELECTRIC TRANSPORTER ⊶□ BLECTRIC TRANSPORTER
BLICTRIC HETTER
BLECTRIC HATCHET
EDONEMITE HONDERNT POIND
FERTAL ROLLENT FORD
TRAPIC HON
DRECTIONAL BORN
YARDS HYDRAWT
VARIO HYDRAWT
MATER VALVE
BATTER HERGELE
CATCH BARRY / BYDRYT PLET Own Own CONTRACTOR IN RESPONSELE FOR YEAR-CATION / COORDINATION OF ALL INCREMENTS (I RESIDENCE AND A CONTRACTOR OF A C 0.74 O PMH STORM INVESTOR / CRYSTELL OBM SANTARY PARKUE YHTL CLAD CHAN LINK FISHCE MOT GRADE FELD VERBY EDGE OF PAVIPTINT TYPICAL 357.26 BOP. O3 * ①0 TROOD / SHPLOS DRAMAGE FLOW DIRECTOR **(** DETAIL PLAS 0 COMMETTER LYTTE PENAL WOWA WOOD WALL TERM TEMOVE EXISTING PAVEMENT TEMOVE ARPHALT TO RESEARCE h' asmiali filling and tack coat h' asmiali filling and tack coat I'M ARMALT ON EX COMMACTED BEREASE MEDILIN DUTY ASMARLT COURT SUPPACED WITH PIDA

LEGEND - AUSTIN PARK SURVEY NOTES - AUSTIN PARK BOUNDARY AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM THE POLLOWING. PROPOSED DESCRIPTION U RIAL, P.A. OUT PEACOUS SECTION TO PREPARED BY OBSEN 440 GENE DATED 5-5-TRAN PLED IN THE CHICADASA COUNTY CLEWIS OFFICE ON 5-D-1864 AN PAIN NO. 482) THERETON CARRY IS BARRO NEWS HOW LOCUMENTS PAY ORGANISM. ATTRICTIONS AND SELTERS LIVE SIGN PROTTED FIRST DATA CONFIDENCE THE ATTRICTION OF SECONDA AND SECONDA AND SECONDA AND SECONDA AND SELECTION OF SELECTION AND SELECTION OF SELECTION OF SELECTION OF SELECTION OF SELECTION AND SELECTION OF SELECTION VENEZUE ST THE APPROPRIATE AUTHOR
SERVICES CHEMICATION AUTHORITY
BATTER
BATTER
TREETMAN
GARLAGELED
GARTARY
GARLAGELED SENSIFIED SURVEY VERIFICATION/COORDINATION -

SITE PREPARATION and CONSTRUCTION NOTES -AUSTIN PARK

- (4) BEHOVE EDISTRIA YESETATION INCLUDING ALL SERVING AND ROOTS AND DISPOSE
 OFF SITE BACKELL YOUR WEN PROSTED GRANULAR BACKFEL COPPACTED TO
 THE BACKFEL POINT OF THE PROSTED STATES OF THE PROSTED TO
 THE BACKFELL YOUR WENT DENSITY

- DOWNS SHE LITELITY RETURNS PROTECT.
- (3) EXISTING MITE FEATURE RETURNS, PROTECT.

- (B) HEET EXHITING LINE AND BRACE.

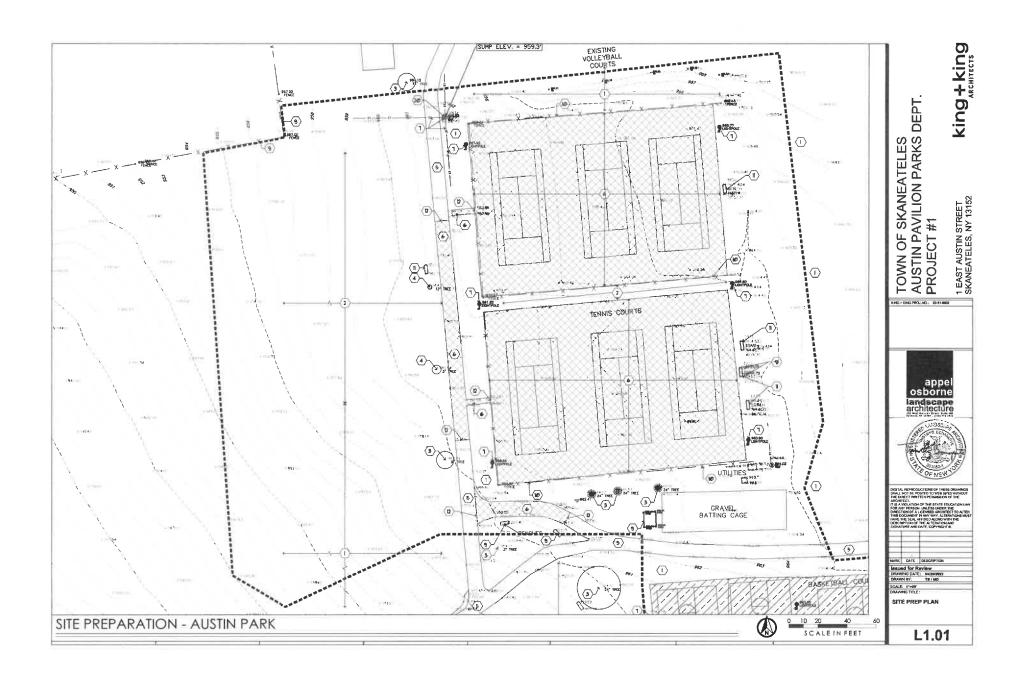
- (W) CAP BHD SILT TIGHT

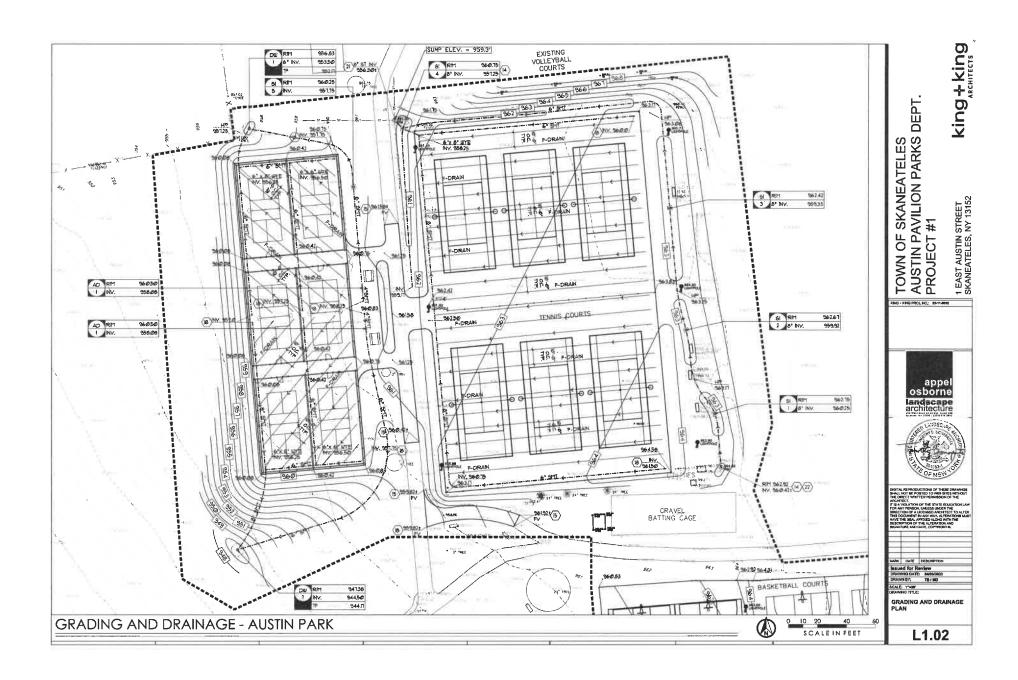
- (7) WET HEU BENCHMAK PRIOR TO START OF CONSTRUCTION PRIOR TO REPOYAL OF MITE UTILITY FEATURE.
- (IA) ALL NEW ELECTRICAL BOTHS BY CTHEPIG SEE HEEP DRAWNING CONTRACTOR BUILD BY REPORTED FROM BLECTRICAL BOTHS, COMPACTICAL, AND BUILD ACT BRETOKATION, PRICH BLECTRICAL BOTHS, AS PER DRAWNING AND SHEEP CATIONS.

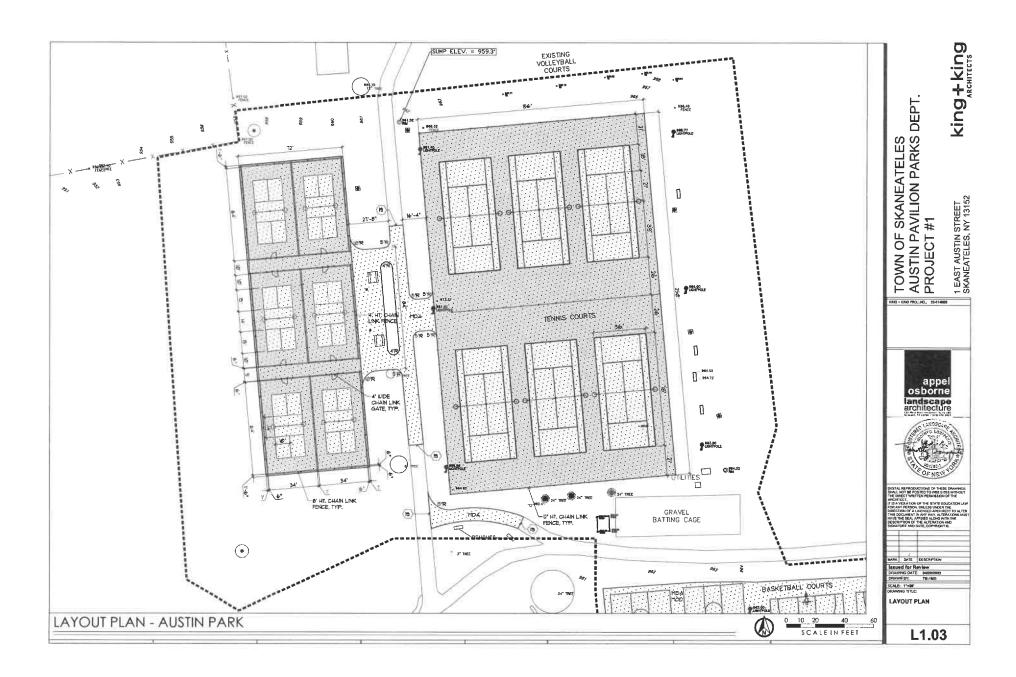
- DOBTHS LAW AREA REPLANS PROTECT.
- 2) STOP ENGINES TOPAGE, AND STOCK THE FOR THEIR CHARTE IN AN AREA AS SHOUND IN IT, AND ON AS DIRECTED BY THE CURRENT TEP-CHARTLY SEED ENTINE THE THEOLATE. YARD RESPONDED WITH SET THEIR CHART.
- (a) EDOFFIGO VIGIETATION REPLANS, PROTECT AT ALL TITLES AS GROUN ON THE PLANS AND AS STREAMED, DO NOT MAKE VEHICLES REQUESTED OR BLONG PARTERIALS SITUAD LOWE LINES OF TRIBES.
- (b) todatela markettela menunuk mentilaca, menulaca any marketten danasao dunna construction
- (a) SHOULD ENTER PARKETER AREFACE AND HALL OFF ARE OR HILL AND USE AS allerula, blanch hall used Hellines deschaed deut stackmarten? Intervet with tractive of the properties of the properties of the properties of the site tractive enterprise site (exclusive that III.) Like that for the black inflat-tive portion has of improvision own-black counter at in-watern assets, has become a stractive, all parkets, also the price secting security properties.
- REPORTED GRANLAR BACKFELL COPPACTED TO PRIPER SAN OF N. PLACE DRY TOMBOTY.

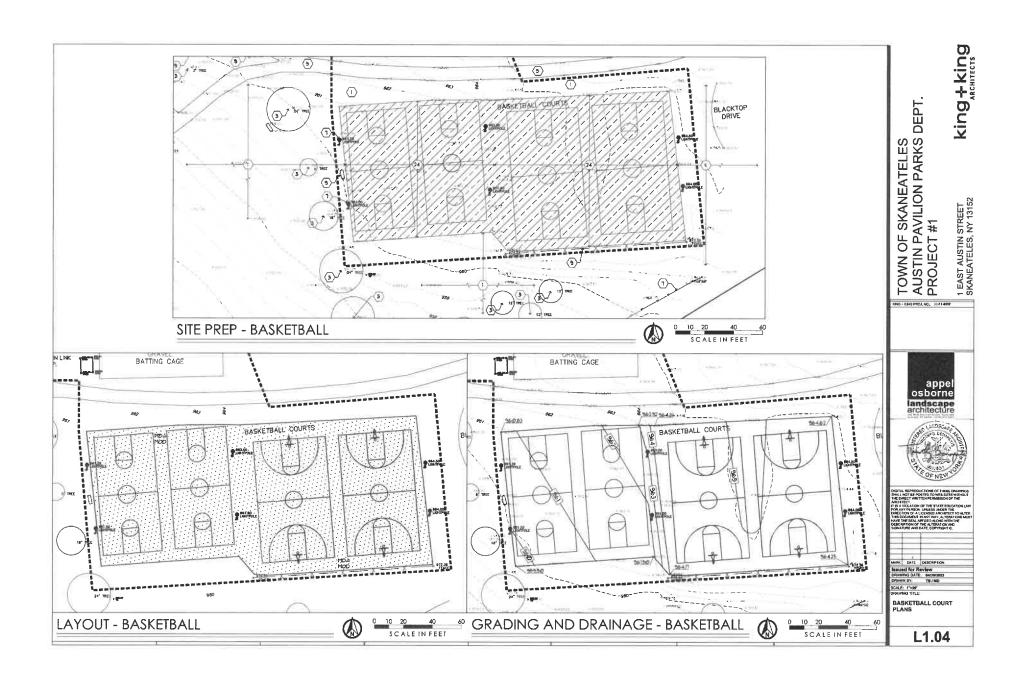
- (I) REMOVE EXHITHIS SITE PEATURE AND RETURN TO CAVER.
- (E) SAN CUI NEAT, STRAIGHT EDGE, PRIOR TO PAYING, AT INCREALING REPOVE AT MEASERS SCORE JOINT.
- (S) VENEY LOCATION BLEVATION INVEST AND TYPE OF EXCETNS PIPE PRICE TO CONSTRUCTION NOTIFY LANDISCAPE ARCHITECT OF ANY DISCREPANCY PREDICTION OF THE PRICE OF THE
- (N) ADJUST LITELITY TO PHISHED GRADE FURNISH ALL LABOR AND HATERAL TO ACCOMPLISE.
- (%) NOT LIMBD
- (II) ALMA NEW EDISE WITH EDISTRIAL

- (29) PURPOSE AND NETALL ALL PRINCIPLO, PORTS, HAPDSLAND, AND CONCRETE POOTENSE RICEBEARY TO PLANE TWANSHICK PRIOR PRINCIPLOSE OF EMBASS. THE PLANE.
 THE PLANE.
- (%) PRIFORM ARPHALT AND IT EXPETING BARE STORE AND HALL OFF SITE, FAR SHADE AND TOP DIRECT EXPOSES BOTTON STORE SURPLAND STORE TO PREST PROFORDS SHADES STORE, PLAN CONFIDENT AND MATCH. ARPHALT ARE SHOWN OF SECURIAL SHADES.
- (a) CONTRACTOR BALL PRED LOCATE CONTRILATION AND DETERMINE LOCATION OF STORM PREJUDENT AND NOTIFY LARCHITECT OF RECOMBE PROVING RELL SERVING OR RECOMBERCION INTO PROMISED STORM STEPS AND OTHER THE APPRICATE BY THE ARCHITECT DARED ON LOCATION REVISION ALL HATERMAD, LABORA AND EQUIPMENT TO ACCOUNT, MAIN AT HOS ADMINISTRATION, COST IN THE ORIGINE.







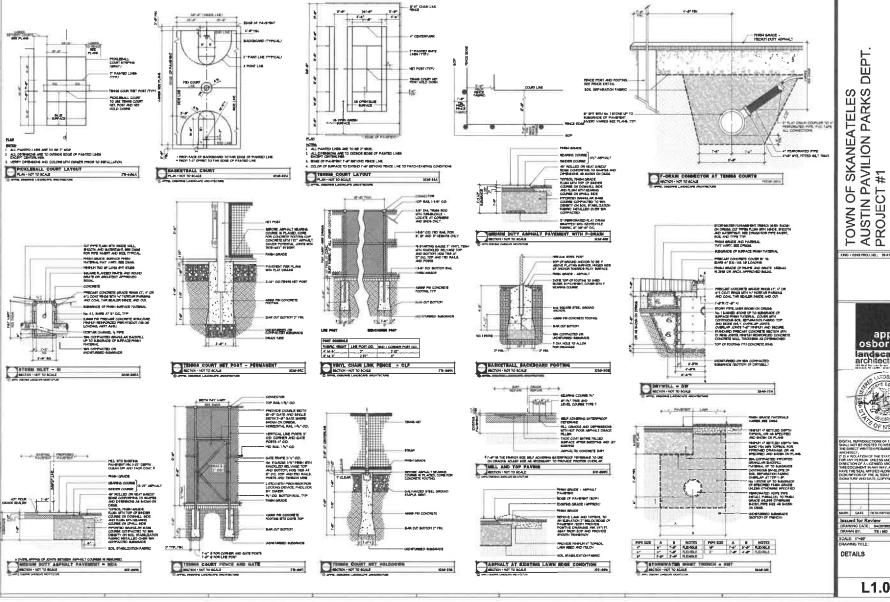


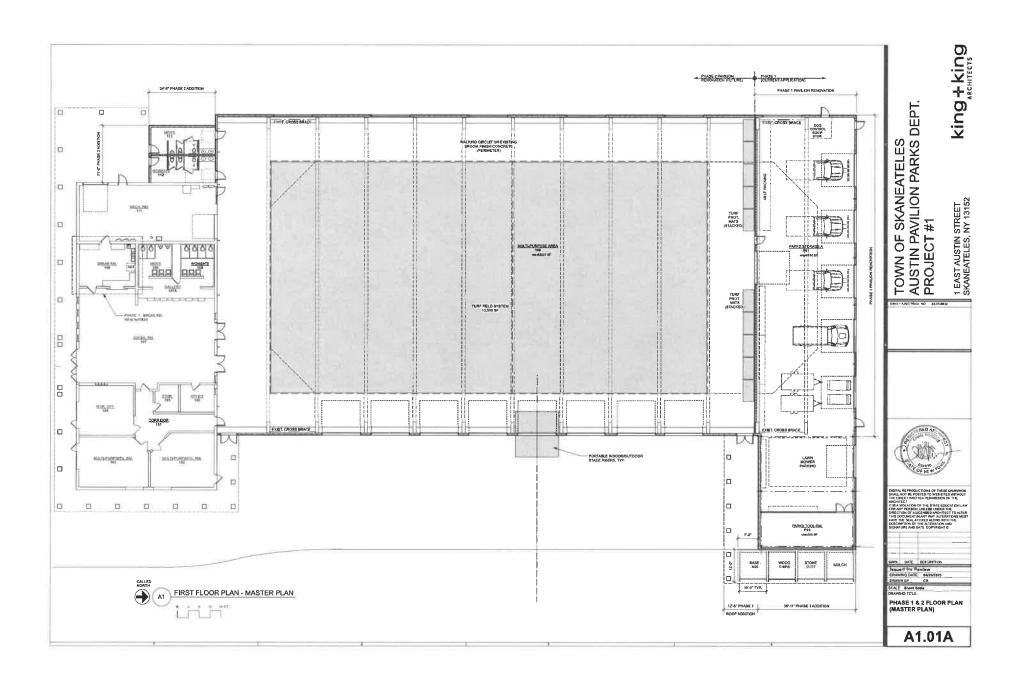
DEPT.

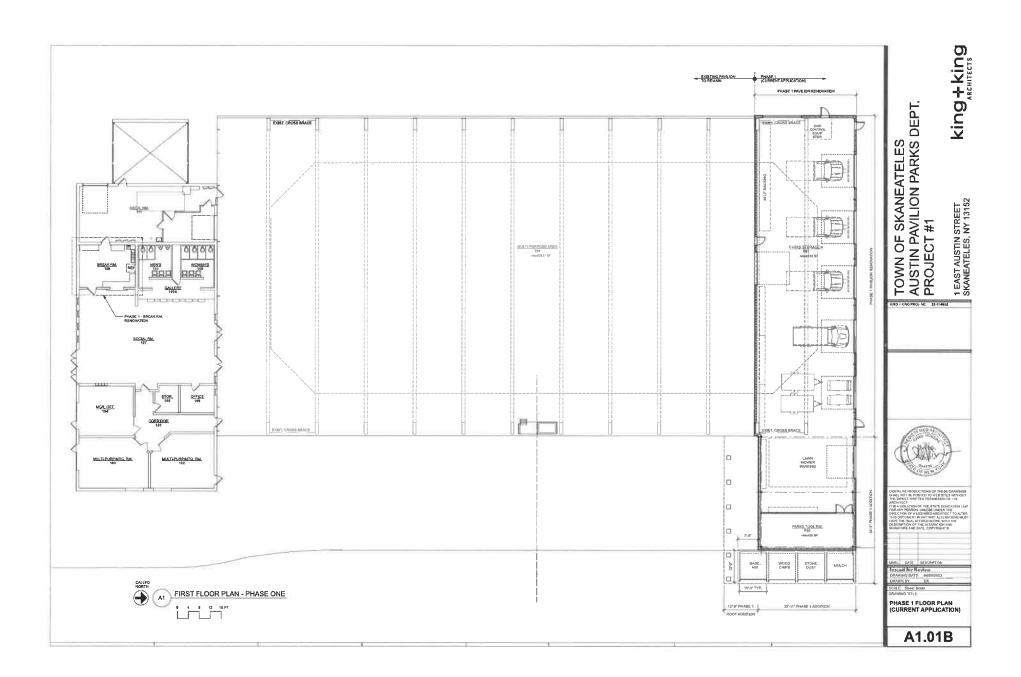


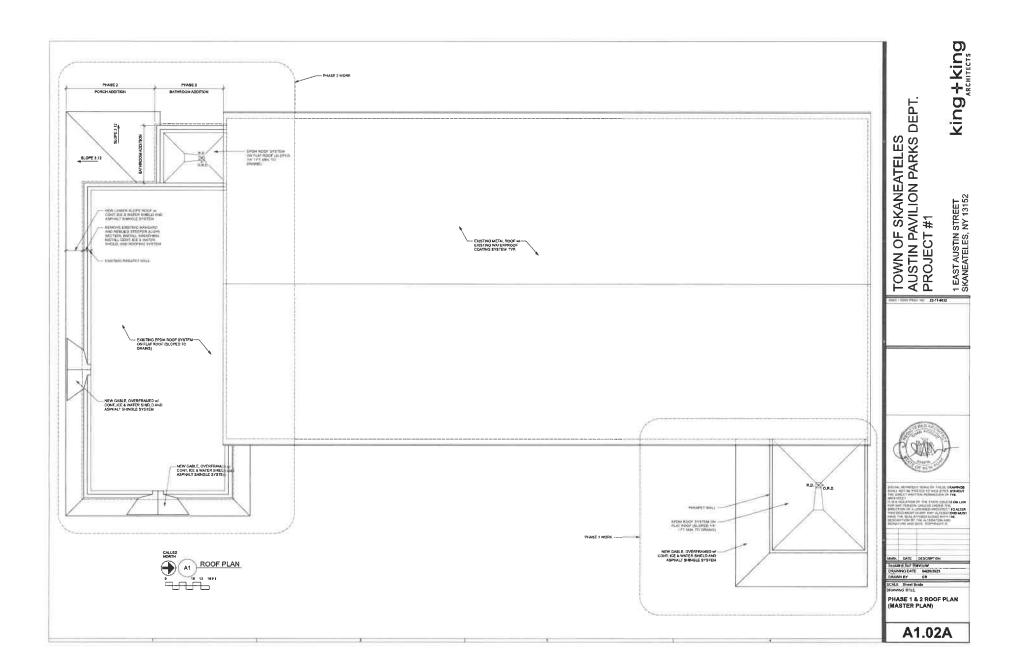




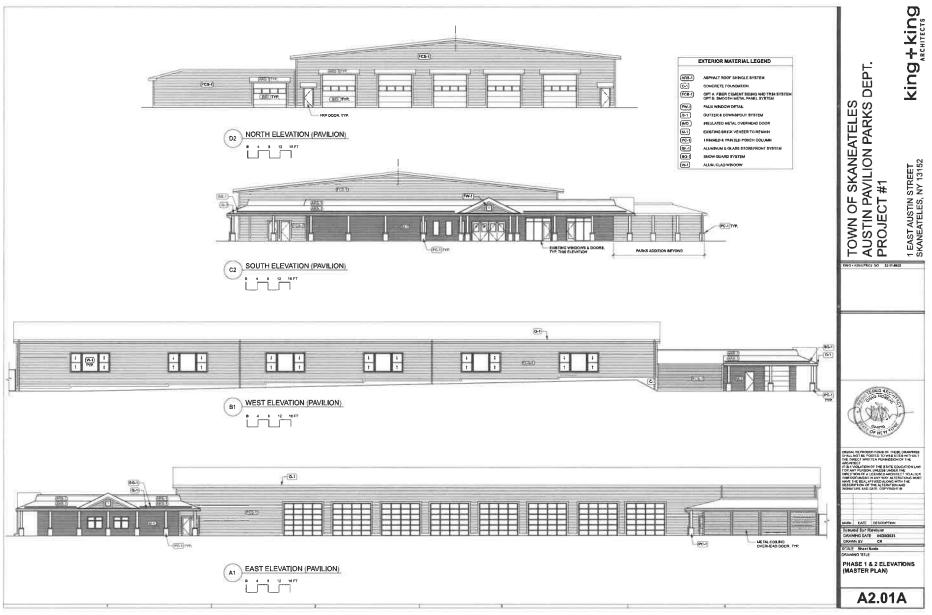


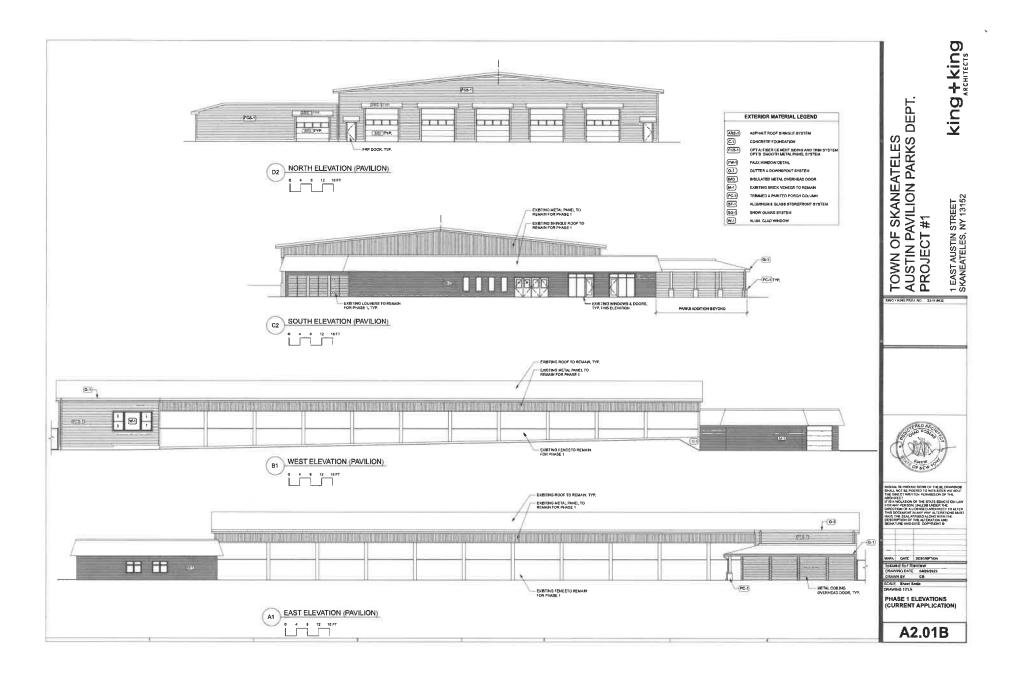












DATE DESCRIPTION
ISSUED FOR REVIEW
DRAWNO DATE: 04/24/2023
DRAWN BY: LM
SCALE Sheet Scale
DRAWNG TITLE

RENDERING 01

R1.01



View 01 - Existing



Rendering 01 - Proposed

SPACE Architectural Studio, P.C.

DATE DESCRIPTION
ISSUED FOR PROVIEW
DRAWING DATE: 04/29/2023
DRAWINB Y. LM
SCALE Sheel Scale
DRAWING TITLE:

RENDERING 02

R1.02



View 02 - Existing



Rendering 02- Proposed

1 EAST AUSTIN STREET SKANEATELES, NY 13152

SPACE Architectural Studio, P.C.

RENDERING 03

R1.03



View 03 - Existing



Rendering 03 - Proposed

1 EAST AUSTIN STREET SKANEATELES, NY 13152



RENDERING 04

R1.04



View 04 - Existing



Rendering 04 - Proposed

Exhibit B









Garage Doors

