

2022

CANTON WOODS SENIOR CENTER AGREEMENT

THIS AGREEMENT, made effective the 1st day of January, 2022, by and among the **TOWN OF VAN BUREN**, the **TOWN OF LYSANDER** (both of the County of Onondaga, State of New York) and both hereinafter referred to as the “Towns”, and the **VILLAGE OF BALDWINSVILLE**, County of Onondaga and State of New York, hereinafter referred to as the “Village”.

WITNESSETH

WHEREAS, the Towns and the Village entered into a Senior Center Contract dated the 18th day of November, 1985, pertaining to the maintenance of a Senior Citizen Center located on Canton Street in the Village of Baldwinsville; and

WHEREAS, it is the collective opinion of the Towns and Village that there is a need to continue to use the Canton Woods Senior Center (the “Center”) exclusively as a Senior Citizen Center for an indefinite period of time and to amend the 1985 Agreement;

WHEREAS, the Center is owned by the Village of Baldwinsville and is used for the benefit of residents of both Towns and the Village who are 60 years of age or older.

NOW, THEREFORE, the Towns and Village agree as follows:

1. That the Village will provide water and sewers to the Center at no cost, and, in addition, will be responsible for plowing the Center’s parking.
2. That Village maintenance employees will provide labor to make necessary repairs and maintenance to the Center building, including, but not limited to; replacing broken windows, repairing the parking lot and periodically cleaning rugs and floors of the Center. The cost of performing such labor will be allocated to appropriate budget item by the Village as set forth in Paragraph 8 of this Agreement.
3. That no extraordinary capital repair work will be performed by the Village without the prior written approval of the Towns, unless said work has already been budgeted for in the budgets for the Towns for that fiscal year.
4. That the Village will provide insurance coverage for the Center and the Canton Wood Senior Center, Inc. (the “Corporation”) including fire and liability coverage with both Towns listed as an additional insured party. Any outside groups who utilize the Center other than as part of a program sponsored by the Village shall be required by the Village to complete a Building Use Form and said users shall be required to provide the appropriate liability insurance coverage and hold the Village and both Towns harmless.
5. That the cost of maintaining the Center (the “Costs”), and this Agreement, shall be subject to the annual review and control of the Towns. A more detailed, but, non-exhaustive list of the Costs is attached hereto as **Schedule A** and made a part hereof. Any costs of maintaining the Center that are reimbursed by grants awarded to the Corporation or Village for the Center are explicitly excluded from this Agreement, and shall be accounted for in a separate General Ledger Account.

6. The Village is the employer of the Center employees, shall pay salaries and benefits to the employees and shall disburse the expenses of the Center not provided by the Village in accordance with usual procedures for the payment of Village expenses. However, for all new hires, the towns shall have review and input on (i) any new hires at the Center; and (ii) the pay rate for any employees of the Center.

7. The Village shall keep separate records of Center expenses and shall annually report Costs in writing to the Towns. More specifically, the Village shall keep a general ledger account for any costs reimbursed through grants awarded to the Corporation. The Village shall permit the Towns, or their duly authorized representatives, to examine the Center financial records, invoices, vouchers, payments, etc. upon request.

8. That each year, on or before November 1, the Towns and the Village shall agree on an operating budget for, and the share of each municipality for the Costs of the Senior Center for the following year. Effective January 1 of each year the three (3) municipalities shall enter into a written agreement setting forth the operating budget and the share of each municipality per attached Appendix #1 made a part hereof. Each Town will remit its respective share of the operating budget in accordance with the written agreement to the Village each year in one lump sum payment on or before March 1 of each year. The Village shall provide to each Town a monthly status report of the expenses of the Center as compared to the operating budget and payments contributed by the Towns. The Village will pay the Costs of the Center in accordance with the budget.

9. All unanticipated emergency expenses not covered by the operating budget shall be presented to and approved by both of the Town Boards prior to incurring said unanticipated expenses. In the event an emergency should arise, the Village shall notify the Town Supervisor of each Town or their respective Deputies and advise them of the emergency situation. Each Supervisor or the Deputy shall, as soon as possible, with proper notification, convene a meeting of their respective Boards to discuss and act on the emergency situation, the cost involved and the method of payment. Each Supervisor or their Deputy shall, as soon as possible, advise the Village if the majority of their respective Board approves or denies said emergency expenditure.

10. In the event that the Village and both Towns jointly agree through a majority vote of each of their respective Boards that the Center no longer is needed as a senior citizens center for the residents of the Towns and Village, then the Center will be sold and the net proceeds of such sale shall be distributed equally to the Towns and Village, subject only to any law or regulation pertaining thereto of the State of New York.

11. This agreement is to replace the 2021 Senior Citizen Center Agreement and shall become effective upon the date signed by both Supervisors and the Mayor.

12. That the Canton Woods Senior Center will continue to be used as a Senior Citizen Center with the day-to-day affairs of the Center to be managed by Village.

The role of the Corporation and its Board of Directors is to serve in an advisory and fundraising capacity only.

13. That the Town Boards of the Towns of Van Buren and of Lysander and the Board of Trustees of the Village of Baldwinsville have respectively authorized the undersigned to enter into this Agreement to be effective as of the day and year first-above mentioned.

14. The Village of Baldwinsville shall account for any unspent funds attributable to the Town of Lysander and Town of Van Buren as of the close of business for each year. These funds are to be used to defray the Costs of the Center upon the approval of the three municipal representatives in the subsequent year(s).

15. All financial records maintained by the Village relating to the Center may be annually reviewed by the comptrollers from each town and the village treasurer with a subsequent jointly issued report of findings provided to the Mayor and each Town Supervisor on or about May 31st of each year.

16. This Agreement may be executed in duplicate counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one agreement.

TOWN OF VAN BUREN

By _____

Mary Frances Sabin
Supervisor

TOWN OF LYSANDER

By _____

Robert A. Wicks
Supervisor

VILLAGE OF BALDWINSVILLE

By _____

RICHARD A. CLARKE
Mayor

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APPENDIX # 1

Year 2022

Adopted Operating Budget \$ 133,900

Town of Lysander Share \$ 66,950

Lump sum payment due by March 1

Town of Van Buren Share \$ 66,950

Lump sum payment due by March 1