

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of _____, 2026 between the VILLAGE OF AURORA, a Municipal Corporation of the State of New York, situate in the Town of Ledyard and County of Cayuga, with main offices at 456 Main Street, Aurora, NY (henceforth the VILLAGE), and the AURORA LEDYARD HISTORICAL SOCIETY, a Not-For-Profit Education Corporation of the State of New York and a Tax Exempt organization pursuant to United States Internal Revenue Code section 501(c)(3), having the address of Post Office Box 136, Aurora, NY (henceforth the HISTORICAL SOCIETY), to entrust the HISTORICAL SOCIETY with the care of the VILLAGE's historic resources, commonly defined to include documents, artifacts, objects, buildings and sites (henceforth the RESOURCES).

WHEREAS, the mission of the HISTORICAL SOCIETY is to preserve and interpret the history of human habitation in Aurora and Ledyard through the historical records, physical structures, and landscapes of the Village and the Town, and to inform the public through programs, publications, celebrations of historical events, and other activities;

WHEREAS, Municipalities often entrust the care of their historic resources to duly-constituted historical societies as authorized by NYS Arts and Cultural Affairs Law for diverse purposes, including but not limited to those described herein;

WHEREAS, Municipal ownership of RESOURCES provides continuity, permanence, preservation and the protections, such as insurance, afforded by government. Volunteers from local historical societies provide a valuable bridge between the public and the municipal historian: their participation reassures donors that accessions will be appreciated, conserved and displayed, and they play essential roles in interpreting history to the public;

WHEREAS, agreements between municipalities and historical societies provide informed and consistent care of RESOURCES, offer regular public access to them, and allow administration of the RESOURCES in ways consistent with community interests and the educational mission of historical societies;

WHEREAS, finding such an agreement desirable, the VILLAGE and the HISTORICAL SOCIETY, formerly known as the "Village of Aurora Historical Society," duly entered a MEMORANDUM OF UNDERSTANDING dated February 17, 2016, for a term of ten (10) years (henceforth 2016 MOU), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, during the years since the 2016 MOU was signed, the parties have carried out their respective obligations and the spirit of the 2016 MOU, including in particular the stewardship and rehabilitation by the HISTORICAL SOCIETY of the VILLAGE-owned historic RESOURCE known as the "1793 Patrick Tavern" structure and the creation of a small archive

facility within Patrick Tavern for documents, photographs, books, artifacts and other objects of the VILLAGE's historical Archives;

WHEREAS, during the years since the 2016 MOU was signed, the HISTORICAL SOCIETY has spent over \$135,000.00 (of which \$115,600.00 was funded by gifts and grants obtained by the HISTORICAL SOCIETY, and of which \$19,400.00 was funded by the VILLAGE's annual budget stipends) to restore Patrick Tavern's structural integrity, bring it up to Code, install a remote fire detection system, nearly complete the restoration of the front porch, and make it useful and more attractive for the community;

WHEREAS, the HISTORICAL SOCIETY has recently been awarded a New York State Downtown Revitalization Initiative (DRI) grant in the amount of \$363,000.00, which the HISTORICAL SOCIETY anticipates, in the near future, using for additional rehabilitation and improvement of the 1793 Patrick Tavern structure, its multipurpose rear yard and back entrance and other portions of the site;

WHEREAS, the VILLAGE owns a RESOURCE of unique historic significance consisting of the dismantled 1795 Walter Wood Law Office and First Scipio Post Office building, which the HISTORICAL SOCIETY anticipates, at a future time, proposing to reconstruct and locate on Village-owned property;

WHEREAS, the VILLAGE finds it in the interest of the VILLAGE and the community to continue to support, and facilitate the stewardship of VILLAGE RESOURCES by the HISTORICAL SOCIETY;

NOW THEREFORE, the parties desire to renew, extend, reaffirm, revise, and amend the 2016 MOU to continue its purposes and reflect the current and anticipated scope of activities and stewardship of the RESOURCES by the HISTORICAL SOCIETY on behalf of the VILLAGE.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Commitments by the VILLAGE:

a) The VILLAGE, as previously authorized by Resolution #05 of 2016, renews the appointment of the HISTORICAL SOCIETY as steward of the Village's collection of historical records and artifacts entrusted to the HISTORICAL SOCIETY, while the VILLAGE retains sole ownership, rights, privileges and responsibility of same, including the responsibility of adequately insuring and protecting the resources, while naming the HISTORICAL SOCIETY as an additional insured.

b) The VILLAGE, as previously authorized by Resolution #05 of 2016, renews the grant to the HISTORICAL SOCIETY of stewardship of Patrick Tavern, to include the HISTORICAL SOCIETY'S raising funds for its use and continuing improvement as a three-season community space, providing regular, rotating exhibits of local history, receiving applications (via the Village Clerk's Office) from, and scheduling events for, community organizations desiring to

use the space, and facilitating educational uses in partnership with Southern Cayuga Central School and Peachtown School. The VILLAGE retains ownership and insurance responsibility of the property as well as responsibility for general maintenance and repair (primarily to the exterior) in consultation and coordination with the HISTORICAL SOCIETY. Except in the case of emergency, the VILLAGE will notify the HISTORICAL SOCIETY in advance and allow a HISTORICAL SOCIETY representative to accompany it when it desires to enter Patrick Tavern to perform any inspection or repair work on the interior or the exterior of the building or site that is beyond the scope and routines of general maintenance.

c) Beginning with the next annual budget-making and adoption process (March 20, 2026) the VILLAGE, agrees to consider establishing and funding the HISTORICAL SOCIETY as a line item in the VILLAGE budget in an amount that VILLAGE deems sufficient to cover the annual expense the HISTORICAL SOCIETY incurs for electricity to Patrick Tavern and the system of fire detection with remote annunciation in Patrick Tavern, recognizing the enhanced protection of VILLAGE-owned RESOURCES (VILLAGE Archives and Patrick Tavern itself), that is now provided by the HISTORICAL SOCIETY through these two services.

d) VILLAGE agrees that during its annual budget-making and adoption process for 2028, if not sooner, and for each year thereafter, it will consider restoring general funding to the HISTORICAL SOCIETY as a line item in the VILLAGE budget in a manner and in amounts similar to the VILLAGE'S prior general annual support (\$2,500 in FY 2025) that the VILLAGE has provided in recognition of the value of the HISTORICAL SOCIETY to the general welfare of the citizens of the VILLAGE.

e) For the purpose of improved communication concerning any upcoming major work on a RESOURCE such as Patrick Tavern, the VILLAGE agrees from time to time as necessary or when requested by the HISTORICAL SOCIETY, to appoint in consultation with the HISTORICAL SOCIETY, a VILLAGE Trustee to serve as *ad hoc* liaison to the HISTORICAL SOCIETY.

2. Commitments by the HISTORICAL SOCIETY:

a) The President of the HISTORICAL SOCIETY shall present a detailed report and accounting of the previous year's finances and activities of the HISTORICAL SOCIETY to the Board of Trustees of the VILLAGE annually at the January meeting of the Aurora Board of Trustees.

b) The President of the HISTORICAL SOCIETY shall present a detailed accounting of proposed activities and anticipated expenses for the upcoming fiscal year at the February meeting of the Aurora Village Board of Trustees each year in order to assist in the budget process and the necessary planning for the care, protection, maintenance and disposition of the RESOURCES in order to meet the VILLAGE'S goals and expectations for the same as set forth by the Village Board of Trustees from time to time via resolution.

c) The parties agree that as a condition of its receipt of federal or state funds, the HISTORICAL SOCIETY's funds are subject to audit, and shall be prepared and kept in an organized, orderly

and updated manner in conformance with local and state laws and regulations at a location to be agreed upon by the VILLAGE and HISTORICAL SOCIETY, with the VILLAGE reserving the right to access all records in the ordinary course of business.

d) The HISTORICAL SOCIETY agrees to carry general liability insurance naming the VILLAGE as additional insured.

3. Mutual Commitments by the VILLAGE and the HISTORICAL SOCIETY:

a) The parties agree that all repairs and improvements to Patrick Tavern as well as all accessions to the Archives remain the property of the VILLAGE.

b) This agreement shall be effective through January 1, 2036, unless earlier amended or terminated by the parties' mutual written consent upon six months' notice, but in no case before January 1, 2031.

d) The use of the Patrick Tavern multi-purpose rear yard and basement will be retained by the VILLAGE, and the VILLAGE hereby grants authority to the HISTORICAL SOCIETY to use the same as code-required access to Patrick Tavern for associated outdoor activities, and, subject to future mutual agreement, for the improvement and redesign of the Patrick Tavern multi-purpose rear yard as anticipated by the scope of the DRI Grant, or any other funding grant for the same.

e) Any notice or other communication required to be given by this agreement by either party to the other must be delivered in writing to the address of the other as given above.

f) This agreement may not be assigned without the VILLAGE's written consent and no waiver or modification shall be effective or binding unless consent for the proper modification or waiver is agreed to by each of the parties in writing.

The VILLAGE and the HISTORICAL SOCIETY agree that they each have signed below meaning to keep and be bound by this Memorandum of Understanding. The consideration for this agreement is \$1.00 and other good and valuable consideration, including goodwill, mutual respect, neighborliness and the parties' shared desire to care for, enhance, enjoy and learn from the RESOURCES of the community they share.

The Village of Aurora

The Aurora Ledyard Historical Society

James Orman, Mayor

Shirley Egan, President

Date

Date