



August 5, 2011

**Lands of Stuyvesant Plaza, Inc.**  
**And Town of Guilderland McKnownville**  
**Improvement Project ("Park")**

Kenneth D. Runion, Supervisor  
Town of Guilderland  
P.O. Box 339  
Guilderland, New York 12084-0339

*Via Email: [runionk@townofguilderland.org](mailto:runionk@townofguilderland.org)*

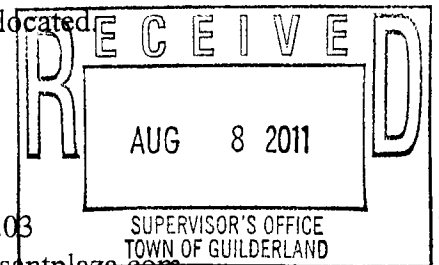
Dear Supervisor Runion:

This letter is intended to memorialize our agreement and understanding with regard to the lands owned and occupied by Stuyvesant Plaza, Inc. ("Stuyvesant Plaza"), adjacent to the recently-completed McKnownville Improvement Project (referred to in this letter as the "Park"). With the upcoming application to complete the parking/trash removal area along the Western Avenue side of Stuyvesant Plaza, adjacent to the Park, it is in our mutual interest to develop a plan regarding shared maintenance, snow removal activities and site improvements along the lands of Stuyvesant Plaza and the Park. The following will serve as an outline of our agreement and understanding:

1. All snow to be removed from the parking lots within Stuyvesant Plaza will no longer be stored on the lands of the Town of Guilderland adjacent to the pond inlet and pond. Instead, all snow will be stored elsewhere and, if necessary, removed offsite. Stuyvesant Plaza acknowledges that the Town may install removable barriers along Town lands adjacent to the pond inlet in order to prevent such snow storage from occurring. In cases of emergencies following a significant, unexpected, snowfall, the barriers may be removed to permit temporary snow storage, subject to prior written approval by the Town.

2. It is acknowledged that the pump system that currently irrigates Town lands along the front entranceway of Stuyvesant Plaza, as well as the exterior areas of Stuyvesant Plaza, will be relocated "upstream" onto Stuyvesant Plaza lands. The water used for irrigation will be captured before it enters the Park (the pond and pond outlet). This will continue to provide needed assistance to control flooding along Western Avenue and Fuller Road in the event of significant precipitation, which was a principal reason why the system was installed when the Park project was first developed. This relocation will remove any prohibition against pumping water for such purposes directly from the pond as imposed by the New York State Parks Department.

When completed, all maintenance, operating expenses (for example, electricity) and repairs of the irrigation system will be borne by Stuyvesant Plaza. Stuyvesant Plaza reserves the right to continue to irrigate the Town lands when the system is finally relocated.



3. Stuyvesant Plaza will also bear responsibility to maintain all Stuyvesant Plaza lands accessible to the Park's existing trail system but will no longer maintain or repair any areas within the Park. This includes, but is not limited to, all snow removal activities along the trail system.

4. Stuyvesant Plaza will also work cooperatively with representatives of the Guilderland Parks Department to handle the accumulation of rubbish and debris along the areas adjacent to the Park. It is expected that Park Staff will visit the Park at least two times per week during the peak season to conduct any necessary clean-up. Representatives of Stuyvesant Plaza will routinely patrol the parking areas adjacent to the Park to remove any garbage, materials or debris that may be deposited by tenants or customers of Stuyvesant Plaza or which may originate from Stuyvesant Plaza, as a result of windy conditions.

5. The Pond Inlet area will be checked periodically, at least weekly, by members of the Park's Department to assure that there is no build up of materials, which prevent the free flow of storm water drainage.

6. All storage of equipment, topsoil, mulch, etc., will remain hidden in the storage area adjacent to Tower Place, situated along the easement given by the Town of Guilderland to Stuyvesant Plaza, Inc., on December 11, 1970.

I believe this covers the essential terms of our agreement and understanding. We understand that there may, from time to time, be unforeseen conditions which require our mutual cooperation. Please be assured that Stuyvesant Plaza is committed to making the Park a continuing positive asset to the Guilderland Community, and we would be happy to cooperate with representatives of the Town to assure this commitment.

If this meets with your agreement and understanding, please sign this letter where indicated.

Very truly yours,

By: Edward Swyer  
Edward Swyer  
President

Accepted and Agreed:  
Town of Guilderland

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Kenneth D. Runion, Jr., Supervisor