

Attachment 15

A G R E E M E N T

Agreement made this ____ day of August, 2017 by and between the **TOWN OF WESTON** (hereinafter the "Town") a municipal corporation in the State of Connecticut with offices at 52 Norfield Road, Weston, Connecticut 06883 and **WESTON DOG PARK, INC.** (hereinafter "WDP") a Connecticut corporation qualified under Section 501(c)(3) of the Internal Revenue Code with offices at 7 Roscrea Place, Weston, Connecticut 06883.

WHEREAS, the Town is considering opening and operating a municipal dog park to be located on a minimum of two (2) acres of Town of Weston property located on Davis Hill Rd, Weston, Connecticut on the terms and conditions herein set out; and

WHEREAS, WDP would like the Town to open and operate a dog park and is willing to assist by raising funds to contribute to the Town for the sole purpose of paying for a portion of the initial construction costs of the park on the terms and conditions hereinafter set forth.

NOW THEREFORE, for One Dollar (\$1.00) and other valuable consideration the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Town will identify an appropriately sized parcel, consisting of a minimum of two (2) acres, on approximately 36 acres of property owned by the Town commonly referred to as the "Moore Property" on Davis Hill Rd. for the construction of a municipal dog park (the "Dog Park") and will advocate for and seek permitting and approvals (collectively the "Approvals") for same on the terms herein. The final location and design of the Dog Park will be subject to the mutual agreement of the WDP and the Town. Promptly after such agreement on design and location, the Town agrees to commence efforts to obtain the Approvals and to thereafter diligently pursue same.
2. (a) With respect to the Dog Park, WDP will endeavor to privately raise a sum of money equal to the estimated WDP Construction Costs (as hereinafter defined) plus twenty (20%) percent (the "WDP Commitment") for the purpose of paying, through donations to

the Town, for the following improvements all of which will meet Town specifications after consultation with WDP: site preparation work for a fifteen (15) car parking lot; a gated fence with a double gated dog entry and one emergency vehicle entry to surround the Dog Park; two "doggie bag" dispensers; and appropriate signage identifying the Dog Park and the rules for the regulation/operation of same (the "WDP Construction Costs"). In the event the actual cost of the WDP Construction Costs is less than the WDP Commitment, then any balance thereof will be donated to the Town and set aside as a fund for operating the park. The Town agrees to promptly seek estimates from qualified bidders for the WDP Construction Costs in accordance with the Town's usual and customary policies and procedures. Upon obtaining such estimates, copies thereof shall be promptly provided to WDP. The aggregate of the estimates for the WDP Construction Costs (inclusive of a performance bond) shall be used to determine the amount of the WDP Commitment. For the avoidance of doubt, if the cost estimates for the WDP Construction Costs equal \$70,000, then the WDP Commitment is agreed to be \$84,000 (70,000 + 20%). If the actual WDP Construction Costs exceed the WDP Commitment, the Town agrees to pay any excess. If the WDP Construction Costs are less than the WDP Commitment, then the excess funds shall be held by the Town to help defray the future operating expenses of the Dog Park. Any and all work to construct the Dog Park will be contracted for by the Town. It is understood and agreed that the WDP's obligations hereunder are contingent on the WDP's prior approval of the location and design of the Dog Park.

(b) Notwithstanding anything to the contrary set forth in Section 2(a) hereinabove, if based on the estimates obtained, the WDP Commitment is determined to exceed \$100,000, then WDP shall have the option to terminate this Agreement upon written notice to the Town. Upon receipt of such notice, this Agreement shall be deemed terminated and neither party shall have any further obligations hereunder.

(c) If despite good faith efforts, WDP has been unable to raise the funds necessary to satisfy the WDP Commitment within one (1) year of the later of (a) the date of the Approvals, and (b) the date that WDP has received all estimates for the WDP Construction Costs; then the WDP Commitment shall thereafter be increased to an

amount equal to the WDP Construction Costs plus twenty five (25%) percent. In the event, WDP has been unable to raise the required WDP Commitment funds within two (2) years of the later of the aforesaid dates, then the WDP shall notify the Town of the amount of funds raised and the Town shall thereafter have the right upon written notice to WDP (a) to terminate this Agreement; or (b) to have WDP pay over whatever funds it has raised to the date of the WDP notice and to proceed with the construction of the Dog Park.

3. The Town will pay for and construct a driveway from a public road to the said parking lot and will do the necessary grading for safe access.
4. The Town's Parks and Recreation Department will be responsible for the operation of the Dog Park, including but not limited to, setting out, after consultation with WDP and other interested parties, the rules and regulations for access and uses of the park. The Town agrees to operate the Dog Park for a minimum of seven (7) years from the date of the initial opening provided that the Town shall have the right to close the Dog Park if it is reasonably determined that there is an overriding municipal purpose for which the Dog Park property is required. In such case, the Dog Park shall be permitted to continue in operation until such time as any and all approvals have been obtained by the Town for such municipal purpose. In the event the Dog Park is required to close within seven (7) years of opening, the Town will endeavor, but shall not be obligated, to find another location for the park at the Town's expense, subject to budget/cost considerations and municipal approvals. In the event the property is not used for a specific municipal purpose, but rather is sold to a third party within seven (7) years of opening, the Town agrees that a portion of the net proceeds from the sale may be used to purchase another property for the Dog Park, but the Town shall not be obligated to do so. In the event that another location cannot be found, the Town shall pay to WDP a proportionate refund of the WDP Commitment. (By way of example, if the park closes on the fourth anniversary of the opening of the park, the Town will refund three sevenths of the WDP Commitment.) If WDP is no longer in existence or is no longer a qualified organization

under Section 501(c)(3) of the Internal Revenue Code, then such payment shall be made to a qualified 501(c)(3) organization dedicated to animal rights and welfare.

5. The Town's commitments to commence construction of the Dog Park herein are contingent upon WDP providing evidence that it has sufficient monies in hand to meet its obligations as set out in paragraph 2. The Town agrees that any and all funds donated to the Town by WDP shall be held in trust for the sole purpose of the funding the WDP Construction Costs with any excess to be applied to the operation of the Dog Park.

IN WITNESS THEREOF, the parties have executed and sealed this document the day and year first above written.

TOWN OF WESTON

Witness

By: Nina Daniel
Its: First Selectman

Witness

WESTON DOG PARK, INC.

Witness

By:
Its:

Witness

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)
) ss: _____

On this ____ day of _____, 2017, before me came Nina Daniel, First Selectman, Town of Weston, to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public
My Commission Expires

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF FAIRFIELD)

On this ____ day of _____, 20____, before me came _____, to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public
My Commission Expires