

## MEMORANDUM OF UNDERSTANDING

### **Re: Construction of Dog Park at the Fitzgerald Property**

**WHEREAS**, this Memorandum of Understanding ("MOU") is entered into this 10<sup>th</sup> day of August, 2018 by and between the Town of Woodbridge ("Town") acting by its First Selectman, pursuant to approval by the Woodbridge Board of Selectmen, at its meeting on the 8<sup>th</sup> day of, August 2018 and the Woodbridge Dog Park Cooperative ("WDPC"), acting by

**WHEREAS**, the Town pursuant to a vote of its Board of Selectmen on August 8, 2018 agreed to permit the "WDPC" to construct a Dog Park compliant with all applicable Federal, State and Local building and zoning codes on a portion not to exceed 1.5 acres of the land owned by the Town known as the "Fitzgerald" property;(the parcel is more fully described on the attached Ex. A).

**WHEREAS**, this MOU is intended to set forth the terms and conditions for the construction of the Dog Park and it is hereby agreed and understood as follows:

1. The WDPC shall have up to twenty four (24) months from the date of this Agreement within which to complete the required fundraising and/or construction of the Dog Park. The Board of Selectmen shall not unreasonably withhold consent to a request by the WDPC to extend the twenty four (24) month period upon a showing that the WDPC has made substantial progress toward the completion of the Dog Park and/or fundraising;
2. The WDPC shall report and advise the BOS on an annual basis of progress, fundraising and the status of the Dog Park project;
3. The WDPC shall be responsible for raising all funds required to construct the Dog Park including funds for preliminary construction drawings, engineering services and site work. The Town shall not pay or contribute any money whatsoever for the construction of the Dog Park;
4. The WDPC shall periodically report to the BOS on the process used to hire contractors and sub-contractors for the project as well as providing a list of individuals and entities engaged to perform the work;
5. The parties agree that construction of the Dog Park shall not begin until WDPC has raised all funds necessary to complete construction of the Dog Park;

6. The WDPC must obtain prior approval from all applicable Woodbridge Zoning Boards and Commissions, Building Department and other Agencies for the design, site plan and parking plan of the Dog Park. The approvals shall include the Town Plan & Zoning Commission, Inland Wetlands Commission and Zoning Board of Appeals;

7. The Town, prior to commencement of construction, shall designate an individual paid by the WDPC who will be responsible for the general day to day supervision of the project in order to assure that all work meets satisfactory construction standards and specifications. The WDPC and its contractors shall cooperate with the designated individual so as to insure an orderly and efficient construction process.

8. Upon completion of the construction of the Dog Park, the Town will own the improvements on the Fitzgerald property consisting of the Dog Park and all related personal property, if any, (Fencing etc.) and the WDPC shall be responsible for all maintenance, upkeep, and repairs to the Dog Park.

9. This MOU may only be amended by mutual written agreement of the parties.

TOWN OF WOODBRIDGE

WOODBIDGE DOG PARK COOPERATIVE, INC

BY *Beth Heller*  
BETH HELLER  
Its First Selectman

BY: *Bonnie Blake*  
BONNIE BLAKE  
Its President

# Attachment A

Preliminary site location, 1.5 acres

