

**TOWN OF DRYDEN
VARNA COMMUNITY ASSOCIATION PLAYGROUND PERIMETER FENCING
INFRASTRUCTURE GRANT AGREEMENT**

AGREEMENT, made by and between the TOWN OF DRYDEN, a municipal corporation of the State of New York, with its town hall at 93 East Main Street, Dryden, New York, hereinafter referred to as the “TOWN” and the VARNA COMMUNITY ASSOCIATION located at 943 Dryden Road, Ithaca, New York hereinafter referred to as the “COMMUNITY ASSOCIATION.”

W I T N E S S E T H

1. WHEREAS, the TOWN has awarded the COMMUNITY ASSOCIATION a reimbursement grant in an amount not to exceed \$4000 based on the request submitted by the COMMUNITY ASSOCIATION for funds to construct a perimeter fence around the playground at the Varna Community Center; and

2. WHEREAS, the COMMUNITY ASSOCIATION wishes to enter into this agreement with the TOWN to provide funds to construct this perimeter fence in order to better serve all of the residents of the TOWN; and

3. WHEREAS, the Community Association is a 501(c)3 non-profit organization whose mission is to provide charitable and educational resources, which include enhancing the quality of life in and around the community of the hamlet of Varna, and which recently, in 2015, sponsored and completed a community built playground open to the public, and

4. WHEREAS, to provide further community support the Community Association recognized the need for an after school program where currently there are as many as 2000 families in Tompkins County that do not have access to a certified after school program. Therein, in 2015-16 the Community Association, with encouragement of the Town and the

Ithaca Child Development Council, embarked on an effort to create a registered child care program and was successful in obtaining several grants for facility upgrades to meet local and New York State requirements and funds to hire staff and to provide for equipment and supply purchases and to initiate the program, and

5. WHEREAS, State certification for the Varna After School Program was obtained (NY OCFS registration #761382), and

6. WHEREAS, as part of the certification, the Community Association has had to contract with additional insurance specific to child care programs, wherein, the newly built playground is an integral part of the program, and

7. WHEREAS, the playground currently lacks a perimeter fence which is a requirement that the insurance company has imposed in order to continue to insure the after school program, and

8. WHEREAS, because the Community Association lacks additional funds to have a fence built, it has asked the Town for support to purchase fence materials wherein the Community Association would cost share by providing labor to install the fence, and

9. WHEREAS, a cost of materials has been submitted to the Town as part of this request and in exchange for having the Town provide these funds, and as per the Town's request the Community Association has agreed in a separate memorandum (attached) to assure that any resident in the Town of Dryden has access and use of the playground facility,

10. NOW THEREFORE, the Community Association has agreed to enter into this contract agreement with the Town to construct a perimeter fence surrounding the playground, and wherein, the Town has agreed to provide the Association with a reimbursement grant amounting to no greater than \$4000 to purchase fence materials and construct the fence.

11. The COMMUNITY ASSOCIATION agrees that it will allow the Town of Dryden Recreation Department to use the Playground and Surrounding Community Center Grounds to provide services and programs in the Varna Community that will serve all residents of the TOWN.

12. The TOWN agrees to pay the COMMUNITY ASSOCIATION a reimbursement grant up to \$4000 for such improvements and equipment. Payment shall be made based upon receipt of a signed voucher, a copy of which is attached hereto, and a signed copy of this agreement by the TOWN at 93 East Main Street, Dryden, New York 13053.

13. The COMMUNITY ASSOCIATION agrees that all funds represented by the grant awarded by the TOWN for the project as specified herein shall be used to construct the perimeter fence around the community playground.

14. The COMMUNITY ASSOCIATION agrees that the TOWN shall be under no obligation to pay any bill or invoice or voucher submitted by the COMMUNITY ASSOCIATION after December 31, 2017.

15. The COMMUNITY ASSOCIATION agrees to submit a written report to the TOWN no later than 30 days after the completion of the project and no later than December 31, 2017. The report shall address the implementation and completion of the project and include all information concerning the perimeter fence project, including but not limited to information about the daycare program, insurance coverage information, construction costs, and volunteer utilization to construct the fence.

16. The COMMUNITY ASSOCIATION shall defend, indemnify and hold harmless the TOWN and its officers, employees, agents and elected officials from and against any and all claims and actions brought against the TOWN and its officers, employees, agents and elected

officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the COMMUNITY ASSOCIATION, its employees, contractors, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the TOWN.

17. The COMMUNITY ASSOCIATION certifies to the TOWN that the playground is accessible to the handicapped and will be access will be provided for the same in accordance with all applicable codes, rules, regulations, and statutes pertaining thereto.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

DATED: _____

Supervisor
Town of Dryden

DATE: _____

Varna Community Association

Federal ID Number: 16-6052986