

OPERATING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016, between The Town of Scituate, a political subdivision of the State of Massachusetts (the "Town"), and The Friends of Scituate Dog Park, Inc. (the "Friends") a Massachusetts non-profit corporation.

INTRODUCTION

1. The Friends of Scituate Dog Park is comprised of elected officers (President, Vice President, Secretary and Treasurer), volunteers from the community, and an advisory board of consultants and experts with the express purpose of fundraising and promoting the development of the Scituate Dog Park (the "Park") at 167 Driftway Scituate, MA 02066 (see Exhibit A).
2. The Town agrees to be responsible for maintaining liability insurance coverage on the Park and its operation and to indemnify and hold the Friends and its members harmless regarding claims that may arise relating to the management and operation of the Park.
3. A copy of the Rules and Etiquette for the Operation of the Park is attached as Exhibit B.
4. The following conditions are set forth as considerations for the Town appropriating land for the Park:
 - a. The Park shall be divided into two areas, one for large dogs and a second for small dogs, both comprised of grass and native plants. The parking area, pathways and bump outs shall be made up of 2017 ADA compliant permeable materials (eg. crusher stone), except for two paved asphalt handicapped spaces designated by painted borders. A water garden shall be constructed to deal with storm water runoff.
 - b. Black vinyl chain link fence with two double gates at the entrance, and one in each park for emergency egress only, at a height of six feet shall be installed.
 - c. A wash stall shall be installed, ADA Compliant, in order to provide ability bath dogs. The Friends agree to adhere to the Town recommendations as to turning off water in times of severe drought and to pay the Park's water usage.
 - d. Four covered waste receptacles and waste bag dispensers shall be placed throughout the area of the Park designated for large dogs. Three of these same receptacles shall be placed throughout the area of the Park designated for small dogs. One of these same receptacles shall be placed by the main gate entrance.
 - e. Waste receptacles shall be emptied and the waste hauled away by a contractor of the Friends one to two times per week as needed (see Exhibit C).
 - f. Funding for park maintenance shall be raised by the Friends through a variety of events including but not limited to themed gala events, micro-chip fairs, and sponsorship of park elements such as benches. The initial estimated annual budget is \$7,500 for year

one and year two, with an increase to \$10,000 for future years to account for surface refurbishing of parking area and other upkeep (see Exhibit D).

- g. Rules of operation shall be posted and maintained in good order and visible to user of the Park (proper permits shall be obtained for any signage – see Exhibit E).
- h. Hours of operation shall be between sunrise and 9 P.M. daily, which shall be clearly posted.
- i. All maintenance of the Park within the fencing perimeter, adjacent parking area and storm runoff, including plowing of the parking area, snow blowing of pathways, sanding stone and paved surfaces as needed (no salting), lawn care (mowing and trim as weather requires as well as non-toxic weed control), and trash removal, shall be the responsibility of the Friends and their designated independent contractors. Areas outside of the fencing perimeter, made up of rough land, will be maintained by the Town.
- j. Dogs in the Park shall be required to be on a leash whenever they are not within the fenced area.
- k. Though the Park is to be improved and maintained by the Friends, the facility shall be open for use by the general public.

IN WITNESS WHEREOF, the Friends and the Town have set their hands this ____ day of _____, 2016.

Town of Scituate, a political subdivision of
the Commonwealth of Massachusetts

By _____
Patricia Vinchensi, Town Administrator

The Friends of Scituate Dog Park, Inc.

By _____
Adrienne Rowles, President