

LEASE AGREEMENT FOR NEW PALTZ CHILD CARE CENTER

This Agreement made this 13th day of October 1995 between the TOWN OF NEW PALTZ, a municipal corporation of the State of New York in the County of Ulster, with offices at 1 Veteran's Drive, New Paltz, New York, with mailing address of P.O. Box 550, New Paltz, New York 12561, and

NEW PALTZ CHILD CARE CENTER, INC., a not-for-profit corporation formed under the Not-for-Profit Corporation Law of the State of New York with offices at 1 Veteran's Drive, New Paltz, New York 12561, with mailing address of P.O. Box 550, New Paltz, New York 12561.

WITNESS:

WHEREAS the TOWN OF NEW PALTZ, with the assistance of a Small City Community Development Block Grant, has acquired a facility at Sunset Ridge, New Paltz, New York, which has been approved by the New York State Department of Social Services as a child care facility, hereinafter called "FACILITY" and

WHEREAS in our society and economy it is often necessary for the primary care-giver to seek outside employment to provide for the necessities of the family, and

WHEREAS the surveys and demographics of the TOWN OF NEW PALTZ have shown that there is a need for child care for infants and toddlers in the New Paltz area, especially among low to moderate income families, and

WHEREAS it is in the best interest of New Paltz and society that infants and toddlers of employed primary care-givers be provided with certified and safe child care at approved facilities and under the guidance of trained and supervised personnel, and

WHEREAS the TOWN OF NEW PALTZ has applied for and received a Small City Community Development Block Grant for the acquisition of the aforesaid child care facility, and

WHEREAS the NEW PALTZ CHILD CARE CENTER, INC. was incorporated as a not-for-profit corporation under the laws of the State of New York for the express purpose of providing child care to infants and toddlers of the New Paltz area, and

WHEREAS the NEW PALTZ CHILD CARE CENTER, INC., will be responsible for providing the organization and implementation of the child care program, and

WHEREAS there is a necessity for an agreement between the TOWN OF NEW PALTZ and the NEW PALTZ CHILD CARE CENTER, INC., to specify the rights and obligations of the parties to provide the needed child care facility.

NOW therefore in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. THE TOWN OF NEW PALTZ will:

a) acquire with the assistance of the Small City Community Development Block Grant ownership and leasehold rights to the facility located at Sunset Ridge, New Paltz, New York, which has been approved by the New York State Department

of Social Services as a facility in which infant and toddler child care can be run.

b) rent to NEW PALTZ CHILD CARE CENTER, INC., the aforesaid facility for One Dollar (\$1.00) per year for the period commencing October 13, 1995, and continuing through June 30, 1996.

2. NEW PALTZ CHILD CARE CENTER, INC. will:

a) be responsible for all utilities, fees, cleaning and upkeep.

b) name as an additional insured the TOWN OF NEW PALTZ on a One Million Dollar (\$1,000,000.00) liability insurance policy, rider or endorsement insuring against sexual abuse and/or molestation of any enrolled infants and toddlers.

c) continue to maintain the facility as a certified and approved child care facility under the New York Department of Social Services and operate and conform to all of the requirements of the State, County and Town regulations concerning the operation of said facility.

d) not discriminate because of sex, race or origin in the consideration of applicants or acceptance of applicants.

e) is responsible for providing child care for infants and toddlers not to exceed the enrollment permitted by the regulatory authorities.

f) strive to maintain at least fifty-one (51) percent of said enrollees from low to moderate income families.

g) be responsible for maintaining records and documentations for examination of these records on an annual basis.

h) provide a fee schedule for low to moderate enrollees at a reduced or sliding scale rate.

i) maintain a preference for admission to families whose primary care-giver resides in the Town of New Paltz or at least is employed in the Town of New Paltz.

j) permit the TOWN OF NEW PALTZ and its agents the right to inspect the operation and/or financial records of the NEW PALTZ CHILD CARE CENTER at any time in which the facilities are open,

k) provide an annual audit report of its operations to the TOWN OF NEW PALTZ.

l) maintain at least one-half (1/2) of the Board of Directors from the Town of New Paltz residents and at least one member to be selected by the Town Board of the Town of New Paltz.

3. The TOWN OF NEW PALTZ agrees to provide the Facility ready to operate which meets all the New York State Department of Social Services requirements as an approved child care facility as well as the approvals from the County of Ulster, Department of Social Services and New York State Board of Health and inject start-up funds, if appropriate.

4. This Agreement will automatically continue on the terms and conditions herein provided unless otherwise revised

by mutual agreement of the parties or upon six (6) months notice to the other party of the intent to terminate and discontinue this Agreement.

Dated: October 13, 1995

TOWN OF NEW PALTZ

By: David S. [Signature]

NEW PALTZ CHILD CARE CENTER, INC.

By: [Signature]
Child Care Bd President