Board of Selectmen Meeting
Thursday, May 12, 2016
10:00 a.m.
Town Hall Meeting Room

AGENDA

1. Welcome and Pledge of Allegiance

2. Approval of Minutes
   a. Board of Selectmen Regular Meeting on April 28, 2016

3. First Selectman’s Updates – Peter J. Tesei

4. Old Business

5. New Business
   b. Byram Cemetery – Municipal Improvement request from Conservation Commission to acquire the Byram Cemetery, Lyon Cemetery and the Byram African-American Cemetery at Byram Dock Street and Byram Shore Road.
   c. Community Request – Public hearing and approval of the 2016 Neighborhood Assistance Act applications.
   d. Bruce Museum:
      1. Assistance agreement by and between the state of Connecticut acting by the Department of Economic and Community Development.
      2. Agreement between Bruce Museum, Inc. and the Town of Greenwich regarding Bruce Museum renovation and construction project.
      3. First Amendment to Bruce Museum management agreement.
      4. Lease agreement between the state of Connecticut Department of Transportation and the Town of Greenwich and the Bruce Museum Inc. Interstate Route 95.
Town of Greenwich

Board of Selectmen

Meeting April 28, 2016
10:00 A.M.
Town Hall Meeting Room

DRAFT MINUTES

1. The meeting opened at 10:13 A.M. with the Pledge of Allegiance.

   a. Attendance:
      I. First Selectman Peter J. Tesei - Present
      II. Selectman John Toner - Present
      III. Selectman Drew Marzullo - Present

   The First Selectman greeted and welcomed attendees commenting that it was a Public
   Meeting of the Board of Selectmen who reserve the right to call on people to propose
   questions and make comments.

2. Approval of Minutes

   a. Minutes of the Regular Board of Selectmen meeting held on 4-14-2016 were
      moved for approval by Mr. Toner, seconded by Mr. Marzullo. The motion
      passed unanimously.

3. First Selectman's Update

   a. Access Greenwich has been expanded to now include Nuisance complaints to be
      addressed by the Zoning Office and general information can be accessed by
      sending questions to the First Selectman's office via a mobile app.
   b. Regarding the town's budget process, there is an effort to reduce department
      budgets contained within the Town's operating budget. The overall budget is
      below the 2% budget guidelines issued by the Board of Estimate and Taxation.
   c. On April 16: For the Housing Authority of Greenwich, the third time was the
      charm ... Mother Nature finally cooperated for the groundbreaking of Adams
      Garden II in Old Greenwich.
   d. On April 16: Attended a kickoff event at Richards for Shatterproof, a national
      organization that is focused on assisting those addicted to opioid narcotics and
      supporting their families. The organization is looking to establish more of a
      presence in the region, including Greenwich. They are planning a fall gala in
      Greenwich.
   e. On April 19: Attended the Bruce Museum Board of Trustees meeting. There was
      discussion of developing plans for the expansion of the museum.
   f. On April 20: Presented awards at the 58th annual Connecticut Daffodil Show and
      New England Regional Show that was presented by the Greenwich Daffodil
      Society at Christ Church Greenwich.
   g. On April 21: Attended the Western Connecticut Council of Governments whose
      membership voted to write letter from all 16 member chief elected officials to
      Gov. Malloy regarding the impact of the proposed Educational Cost Sharing
      funding reductions, or as in the case of Greenwich, total elimination of $3.4
      million.
   h. Also on April 21, The Greenwich Lions Club held its annual Dr. John A. Clarke
      Award luncheon in which Sgt. Mark Zuccherella was recognized as the
department’s officer of the year for his service and dedication to the Special Victims Section that investigates the most serious crimes committed against our most vulnerable residents. Selectman Toner attended and helped to present a Proclamation from the State Legislature as the entire delegation was in Hartford for budget deliberations.

i. On April 23: Attended the Cos Cob Fire Police Patrol annual benefit at Greenwich Country Day School where former Selectman Paul B. Hicks III was honored for his support of the organization. He was presented with a proclamation declaring last Saturday as Paul B. Hicks III Day in Greenwich.

j. Also on April 23, the First Selectman attended the Greenwich Symphony Orchestra’s annual gala at the Greenwich Country Club where Davidde Strackbein, was honored for her contributions for Greenwich’s 375th anniversary celebration last year, especially with the tie in of period music in several events – which was the connection for the Symphony.

k. On April 25, there was a power outage in Old Greenwich – specifically, the Tomac Avenue substation that was damaged and offline from 9 a.m. to about 7 p.m. when Eversource hooked up a mobile emergency substation to serve about 1,100 customers.

l. Also on April 25, Mr. Tesei attended the ribbon cutting ceremony at the Greenwich Boys & Girls Club where the Junior League of Greenwich partnered with teens to redecorate and spruce up the Teen Room. A supporter of the club, former NY Knick John Starks dropped by.

m. On April 26, Spirit Zone Too in Byram ... sent two teams of cheerleaders/gymnasts – the only two teams from CT, to participate in national competition. Presented them with a Town of Greenwich flag to bring to the competition.

n. On April 27, there was a meeting of the First Selectman’s Economic Advisory Committee that is putting the final touches on its upcoming panel discussion ‘Developing Solutions to Connecticut’s Economic Tsunami.” CNBC economist Larry Kudlow will moderate the discussion to be held May 22 at the Riverside Yacht Club w/ state Sen. Scott Frantz, Yankee Institute President Carol Platt Liebau among others.

o. There also was a review of upcoming events including the Greenwich Chamber of Commerce annual Business & Culinary Showcase on April 28; the YWCA’s Stand Against Racism Day at Town Hall on April 29; the Greenwich Police Department’s semi-annual drug take-back on April 30, and Greenwich Clean & Green’s semi-annual paper shredding event, also on April 30.

4. Old Business

5. New Business
   a. Representative Town Meeting Appointments Committee Chairman John Eddy gave an overview and then detailed explanation of his proposal to restructure the terms of appointments to Town boards and commissions. Mr. Eddy explained that the proposal would stagger the term dates of said members on a trimester basis so that the RTM committees would not be overburdened with interviewing as many as 60 candidates in some years. The changes sought by the Appointments Committee would require changes to the Town Charter, changes which only can be initiated by the Board of Selectmen. Mr. Tesei said that a member of the Selectman’s Nominations
Appointments Committee thought the proposal was a good idea. Mr. Tesei, who said the proposal has the tacit approval of the Board of Selectmen, asked Mr. Eddy to present his proposal at the May 3 staff meeting.

b. At the request of Selectman Marzullo there was discussion about soil testing at Western Middle School and the possible placement of modular classrooms to house New Lebanon School students there during construction of a new New Lebanon School.

Michael Long from the Health Department said that based upon the information the town has received, the town cannot make a decision on whether testing is needed. Mr. Marzullo said that the soil issue has become an open issue, not an issue limited to New Lebanon modular classrooms. He also said that until the Town verifies that the initial soil tests were conducted legally, that town is at a point to further test the soil at Western Middle School to either dispute the initial tests or to remediate the soil if necessary.

Mr. Long stated that the information provided to the town is incomplete in terms of the test locations and depth of the tests performed, and therefore are not valid. Mr. Marzullo then questioned whether the town should be testing the soil on its own and stated the town should be proactive in soil testing rather than reactive.

Mr. Tesei said the Town has a consistent protocol in testing before embarking on capital projects. He cited the Public Safety Complex as an example. Mr. Tesei also said that the situation could lead to the testing of all public property as well as the possibility of testing private properties, forcing remediation of naturally occurring elements in the soil.

Mr. Long stated there wasn’t a public health hazard at Western Middle School because given the levels of arsenic and lead reportedly found in soil samples are safely capped by the existing turf shield.

Mr. Tesei said the source of the soil samples is in question and that criticism in the media has led to unnecessary public hysteria that possible chemicals found in the soil will lead to cancer and death.

Mr. Tesei acknowledged attendance of Board of Education Chair and Vice Chair, Laura Erickson and Barbara O’Neill, respectively; Board of Education staff Ron Matten and Jim Hrincay and New Lebanon School Building Committee member Claire Kilgallen. Ms. Erickson thanked the Board of Selectmen for its collegiality in working with the Board of Education and said that the board does not want to proceed with testing at this time because it sets a bad precedent and that board wants to proceed prudently and cautiously.

Mr. Marzullo made a motion to have the Board of Selectmen recommend to the Board of Education to begin environmental testing at Western Middle School immediately. There was no second of the motion. The motion failed
6. Appointments and Nominations
   a. Mr. Toner moved that John Vecchiola be appointed as an alternate member of the Zoning Board of Appeals with a term expiring March 31, 2020. Mr. Marzullo seconded the motion which passed 3-0-0.
   b. Mr. Toner moved that the nomination of Donald Carlson as a member of the Harbor Management Commission, replacing Stephen Kinne who had resigned, be rescinded because Mr. Kinne withdrew his resignation. Motion was seconded by Mr. Tesei and passed 3-0-0.
   c. Mr. Toner made a motion to now appoint Mr. Carlson as an alternate member of the Harbor Management Commission for term expiring March 31, 2019. After a second by Mr. Marzullo, the motion was approved 3-0-0.
   d. Mr. Toner moved the reappointment of Sam Romeo to the Housing Authority of the Town of Greenwich for a term expiring July 31, 2021. Mr. Marzullo seconded. The vote: 3-0-0.

7. Executive Session
   Mr. Toner motioned to enter into executive session at 11:09 A.M., and was seconded by Mr. Marzullo. The Board voted 3-0 in favor.

   Also present in Executive Session were Town Administrator Ben Branyan; J. Wayne Fox, Town Attorney; and Executive Assistant to the First Selectman Barbara Heins.

   Mr. Toner moved to exit Executive Session at 11:22 A.M., seconded by Mr. Marzullo. The Board voted 3-0 in favor.

8. Adjournment
   Mr. Toner motioned to adjourn at 11:22 A.M.; seconded by Mr. Marzullo; the Board voted 3-0 in favor.

Next regular meeting of the Board of Selectmen is scheduled on Thursday, May 12, 2016 at 10:00 A.M. in the Town Hall Meeting Room.

________________________________________
Peter J. Tesei First Selectman

________________________________________
Prepared by Catherine Sidor
Recording Secretary
5. MI Referral of Lease Agreement between the state of Connecticut, Department of Transportation and the town of Greenwich and the Bruce Museum, Inc., Interstate Route 95.

6. Appointments and Nominations

7. Executive Session
   a. Pending Litigation

8. Adjourn

[Signature]

Peter J. Tesei
First Selectman
Access Greenwich

Agenda

- Overview of System
- Implementation
- Demonstration
- Results
- Marketing Efforts
What is Access Greenwich?

- Access Greenwich is a new tool for residents to submit service requests online and on their smart phones through a free mobile app.
- Can attach photos, and track the progress of their requests.
- Offers a new, convenient way of interacting with Town departments in addition to the traditional methods (phone, email, in person office visits).

Customer Relationship Management (CRM)

- **311** refers to a centralized call center that allows residents to report non-emergency issues; this may incorporate multiple platforms.
- A **CRM** system is a specific software application that is used to track interactions with residents.
- Our CRM vendor is **Accela** (formerly **Public Stuff**).
- **Access Greenwich** is the name of our mobile application and corresponding web portal.
Implementation

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>LAUNCH DATE</th>
<th>REQUEST TYPES</th>
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</thead>
<tbody>
<tr>
<td>Parks &amp; Recreation</td>
<td>August 3, 2015</td>
<td>Trees; Playgrounds; Parks; Athletic Fields; Beaches; etc.</td>
</tr>
<tr>
<td>Parking Services</td>
<td>March 1, 2016</td>
<td>Meter Issue; Other</td>
</tr>
<tr>
<td>Zoning</td>
<td>April 4, 2016</td>
<td>Nuisance (five categories)</td>
</tr>
<tr>
<td>Office of the First Selectman</td>
<td>April 4, 2016</td>
<td>Ask a Question/Send a Message</td>
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Next Steps: Other General Government Departments:
- Registrar of Voters; Town Clerk
- IWWA; P&Z; Conservation
- Council on Aging
- Assessor; Tax Collector

Mobile App

Access Greenwich
Submit Request

Access Greenwich FAQ
Community Resources
Staff Directory

Click here to create a request

Access Greenwich Demo

05/12/2016
### Request Types

- Back
- Select an Issue
- Ask a Question / Send a Message

**Trees**

**Tennis and Basketball Courts**

**Playgrounds**

**Skating Rink**

**Skate Park**

**Parks**

**Athletic Fields**

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### Map

- Back
- Issue Location
- Next

**Where is this issue located?**

- 07 Field Point Rd Greenwich, CT

---

Enter the issue location into the text bar.

or

move the pin on the map to the correct location.
Request Details

Trees

Add Photo

Issue Type: Trees

Issue Location: 97 Field Point Rd
Greenwich, CT 06830

Description:

Cross Street or Section of Town:
Residential

Log-In Prompt

Residents can create an account;
or
submit the request anonymously (email address still required).

Sign up with Facebook

Username

Email

Password

Sign up

Log in

Confirmation for Account User

Issue #1007207 was successfully submitted in Greenwich, CT.

Thank you for your submission! The Parks and Recreation Department has received your request and will include it in the work order system for follow-up.

05/12/2016

Email Confirmation

Issue Submitted
Bruce Park

Dear melonw33,

Thank you for submitting your issue to Greenwich. The tracking number for your issue is #1007207. You can view your issue here:
https://citizens.publicstaff.com/

Thank you for your submission! The Parks and Recreation Department has received your request and will include it in the work order system for follow-up.

05/12/2016
Access Greenwich

Welcome to Access Greenwich, a tool for residents to submit service requests online and through a free mobile application. This service is currently being used by Parks and Recreational and Parking Services; residents are able to report issues at Town parks, playgrounds, athletic fields, parking meters and other Parking-related service requests.

This service is available for your mobile phone - click on the links at the bottom of the page to search for the Access Greenwich app.

Improve your community. Report an issue and watch it get fixed.

Community First.
Results

![Graph showing data from August 2015 to April 2016.]

Marketing

- **August 2015**: News 12; Greenwich Time; Patch
- **October 2015**: Daily Voice; outreach to neighborhood associations
- **February 2016**: Greenwich Sentinel
- **March 2016**: Patch
- **April 2016**: WGCH; Patch
- **May 2016**: League of Women Voters newsletter
- **July 2016**: Announcement to be included in all real estate and motor vehicle tax bills
May 3, 2016

To: Board of Selectmen
From: Denise Savageau, Conservation Director

RE: Formal Acquisition of the Byram Cemetery

The Conservation Commission unanimously passed the following resolution at its April 12, 2016 meeting:

Whereas the Byram Cemetery, Lyon Cemetery, and the Byram African-American Cemetery located at Byram Dock Street and Byram Shore Road, are ancient cemeteries and important cultural resources for the Town; and

Whereas the Town and neighbors have, from time to time over many years, provided routine maintenance of the cemeteries but need to better coordinate for the protection and maintenance of this culture resource; and

Whereas the cemeteries are part of a parcel delineated in a map entitled “Map of the Public Dock, Cemetery, and Road at Byram Shore in the Town of Greenwich, CT” and on file in the Town of Greenwich Land Records dated July 1911 but deed research has not definitively established ownership of the cemeteries and therefore they may be considered abandoned cemeteries; and

Whereas it is the recommendation of the State Archaeologist and the Document Study entitled “Byram Cemetery and Lyon Cemetery, Byram Dock Street and Byram Shore Road, Greenwich, CT” dated November 2014 and revised thru January 2016 that the Town formally acquire ownership of the cemeteries as per state statute that allows Towns to acquire abandoned cemeteries;

Therefore the Conservation Commission recommends that the Town of Greenwich formally acquire the property known as Byram Cemetery, Lyon Cemetery and Byram African-American Cemetery as shown of the attached Topographic Site Plan for the Byram Cemetery – Lyon Burial dated July 20, 2015 for purposes of protecting and
maintaining this cultural resource and that the Board of Selectmen begin the MI process for land acquisition, including all requirements by the State for the Town acquiring abandoned cemeteries.

Below is a proposed resolution for adoption by the Board of Selectman to begin the MI process as recommended:

Whereas the Byram Cemetery, Lyon Cemetery, and the Byram African-American Cemetery located at Byram Dock Street and Byram Shore Road, are ancient cemeteries and important cultural resources for the Town; and

Whereas the Town and neighbors have, from time to time over many years, provided routine maintenance of the cemeteries but need to better coordinate for the protection and maintenance of this culture resource; and

Whereas the cemeteries are part of a parcel delineated in a map entitled "Map of the Public Dock, Cemetery, and Road at Byram Shore in the Town of Greenwich, CT" and on file in the Town of Greenwich Land Records dated July 1911 but deed research has not definitively established ownership of the cemeteries and therefore they may be considered abandoned cemeteries; and

Whereas it is the recommendation of the State Archaeologist and the Document Study entitled "Byram Cemetery and Lyon Cemetery, Byram Dock Street and Byram Shore Road, Greenwich, CT" dated November 2014 and revised thru January 2016 that the Town formally acquire ownership of the cemeteries as per state statute that allows Towns to acquire abandoned cemeteries; and

Whereas the Conservation Commission has recommended that the Town of Greenwich formally acquire the property known as Byram Cemetery, Lyon Cemetery and Byram African-American Cemetery as shown of the attached Topographic Site Plan for the Byram Cemetery - Lyon Burial dated July 20, 2015 for purposes of protecting and maintaining this cultural resource and that the Board of Selectmen begin the MI process for land acquisition, including all requirements by the State for the Town acquiring abandoned cemeteries;

Therefore be it resolved that the Board of Selectmen approves the formal acquisition of the Byram Cemetery, Lyon Cemetery, and Byram African-American Cemetery as a Municipal Improvement and directs the Conservation Commission to advance this project through the MI land acquisition process including all State requirements for Town acquisitions of abandoned cemeteries.
DOCUMENTARY STUDY

BYRAM CEMETERY
AND
LYON CEMETERY
BYRAM DOCK STREET
AND
BYRAM SHORE ROAD
GREENWICH, CT
Documentary Study
Byram Cemetery and Lyon Cemetery
Byram Dock Street and Byram Shore Road
Greenwich, CT

Prepared For:
Town of Greenwich
Conservation Commission
101 Field Point Road
Greenwich, CT 06830

Prepared By:
Historical Perspectives, Inc.
P.O. Box 529
Westport, CT 06881

Research:
Dawn Brown, MA, RPA
Faline Schneiderman, MA, RPA

Author:
Faline Schneiderman, MA, RPA

EXECUTIVE SUMMARY

In August, 2014 it came to the attention of the Town of Greenwich, Connecticut, that there was an encroachment on a parcel of land historically known as the Byram and/or Lyon Cemetery on Byram Dock Street near the intersection of Byram Shore Road in Greenwich. The cemetery, designated as CT SHPO Site A89.71 in a Historic Resources Inventory form completed for the site, is topographically divided into three sections. The upper section is elevated and is located immediately east of Byram Shore Road and parallels the south side of Byram Dock Street. This section of the cemetery bears headstones with the names of those interred, and has historically been referred to as the Byram Cemetery, and more recently the Gamecock Cemetery. Along the south side and elevated slightly below the main cemetery is a relatively smaller section referred to as the Lyon Cemetery. Headstones here have the names of members of the Lyon family. The third section is immediately to the east of the main cemetery, closer to Byram Harbor. It is separated from the major block of the Byram Cemetery by a massive rock outcrop and lies at a distinctly lower elevation. This section of the cemetery has no headstones, but has historically been labeled on maps and plans as the “Colored Cemetery,” and will hereafter be referred to as the Byram African-American Cemetery. The Byram African-American Cemetery is believed to have been used by enslaved African-Americans and their descendants for the interment of their deceased. It is here, east of the bedrock outcrop, that recent land disturbance has occurred in the form of grade cutting, retaining wall installation, rock face removal, and soil stockpiling for the improvement of an existing accessway to the rear of the private dwelling at 11 Byram Dock Street (Figures 1 and 2).

Because of the sensitive nature of the site, the Town of Greenwich contacted the Office of State Archaeology (OSA) for guidance and subsequently retained Historical Perspectives, Inc. (HPI) to review the property and develop a course of action for investigation and preservation of the entire Cemetery, with a focus on specific actions pertaining to the Byram African-American Cemetery. An Archaeology Recommendations Memorandum was completed by HPI on September 5, 2014 and was submitted to the Greenwich Conservation Commission, who in turn submitted it to Dr. Brian Jones, Connecticut State Archaeologist for approval (see attached Appendix A). Dr. Jones concurred with recommendations put forth in the memo. One of the recommendations was to complete a more exhaustive documentary study of the cemetery.

Documentary studies to date by multiple researchers have found many deeds and maps reporting or depicting the presence of Byram Cemetery on Byram Dock Street and Byram Shore Road in Greenwich, but have not been successful in finding a deed directly relating to the ownership of the cemetery. It may be that the parcel was part of the original Greenwich Lots that were never owned by individuals, or that it was in the collective memory of the Lyon family and relatives as their family plot that required no specific deed since it was directly related to their family from the seventeenth through the late nineteenth centuries.

While the Byram African-American Cemetery has no standing headstones and none were reported in 1908 when the adjacent Byram Cemetery was surveyed, this is not unusual at burying grounds used by enslaved peoples or their descendants. Indeed many cemeteries in the Northeast lack such headstones. African traditions transported to the New World often involved placing items of importance on graves, but not headstones; this is a European custom that was not often assumed by the enslaved population (Viet and Nonestied 2014). Wooden markers may have also been placed at the site, but no evidence of them remains. Furthermore, there is no assumption of the duration of the active use of the burial ground or that interments were limited to enslaved
individuals related to the Lyons and/or Banks family. Free residents of color may have been buried here, too.

The historical record is very clear that the Lyon and Banks families held slaves during the years that they lived on Byram Neck, and for the Banks family, this included both African-American and Native-American peoples. It is quite likely that a burial plot was established for this population, which was not an uncommon practice. Thomas Lyon, being a Quaker, and his immediate descendants, may have believed that it was a just and fair thing to do – to provide their slaves with a specific burying ground. Later generations would have likely followed suit.

The recommendations of the memo prepared by HPI in September 2014 (Appendix A) are still valid. Some of the recommendations have been accomplished, and some are being addressed through actions of the Town of Greenwich.

Of utmost importance are the tasks of permanently protecting and commemorating the cemetery. As numerous studies attest to the diminished recollection of slavery as part of the New England historical landscape (e.g., Cruson 2007, Farrow 2014, Mead 1995), the commemoration of the enslaved population and potentially their descendants that lived and died in Greenwich, and particularly on Byram Neck, is imperative. Fencing that is appropriate to a historic cemetery should be considered to prevent further intrusions, but this should be completed in a way that has the least possible impact below grade so as to avoid disturbing any potential human remains. Monumentation should also be undertaken in a manner that will actively seek to reverse the invisibility on the landscape invoked by the lack of headstones and obvious markers, and to celebrate the lives of so many who worked on the farms and in the houses of Greenwich, and who had a large impact on the creation of the community and the landscape that it is today. Any fencing or preservation plans should be created in consultation with Dr. Brian Jones, Connecticut State Archaeologist, with input from local historic preservation groups, particularly the Greenwich Preservation Trust.
Documentary Study
Byram Cemetery and Lyons Cemetery
Byram Dock Street and Byram Shore Road
Greenwich, Connecticut

Figure 11: Cemetery location on Map of the Public Dock, Cemetery, and Road at Byram Shore in the Town of Greenwich.
Minor, 1911.
HISTORICAL PERSPECTIVES INC.

Byram Cemetery and Lyons Cemetery
Byram Dock Street and Byram Shore Road
Greenwich, CT

Archaeological Recommendations Memo

Introduction:

In August, 2014, it came to the attention of the Town of Greenwich that there was an encroachment on a parcel of land known as the Byram Cemetery on Byram Dock Street near the intersection of Byram Shore Road. The cemetery, designated as CT SHPO Site A89.71 in a Historic Resources Inventory, is topographically divided into two sections: the upper section is elevated and is located immediately east of Byram Shore Road and parallels the south side of Byram Dock Street. This section of the cemetery bears headstones with the names of those interred, and has historically been referred to as, in part, the Lyons Cemetery, with the remainder called the Byram Cemetery. Immediately to the east, closer to Byram Harbor, separated from the major block of the Byram Cemetery by a massive rock outcrop and lying at a lower elevation, a section of the cemetery has historically been illustrated on maps and referred to as the “Colored Cemetery,” and will hereafter be referred to as the African American Cemetery. This African American Cemetery is believed to have been used by enslaved African Americans and their descendants. It is here, east of the bedrock, that recent land disturbance has occurred in the form of grade cutting, rock face removal, and soil stockpiling for the creation of an accessway to the dwelling at 11 Byram Dock Street. Because of the sensitive nature of the site, the Town of Greenwich contacted the Office of State Archaeology for guidance and retained Historical Perspectives, Inc. (HPI) to review the property and develop a course of action for investigation and preservation of the entire Cemetery, with a focus on specific actions pertaining to the African American Cemetery.

Research and Brief History:

Extensive documentary research pertaining to the cemetery has been completed by the Greenwich Preservation Trust and the Greenwich Historical Society. Furthermore, a title search was completed in June, 2013 by Sheri L. Mount of Norwalk, Connecticut on behalf of adjacent landowners. HPI has also undertaken research at the Greenwich Historical Society, the Greenwich Town Hall, various on-line repositories, and has interviewed researchers in Fairfield County that focus on enslaved African American history. While a more extensive report on the history and use of the cemetery is being prepared under separate cover, due to the immediacy of the need to address current actions on the parcel, only a brief summary is provided here.

The Lyons family, Quakers, reportedly occupied the Byram area by the mid-seventeenth century, first by Thomas Lyon Sr., and then by his descendants. The National Register-listed Thomas Lyons House at 1 Byram Road is the oldest recorded extant house in Greenwich, dating to ca. 1690. As per the Connecticut State Inventory form for the Byram Cemetery, Thomas Sr. was reportedly
buried in the Byram Cemetery in 1690, although the earliest legible gravestone now standing dates to 1717. Other families interred there include Banks, Sherwood, Peck, and Merritt. The 1790 Census of Greenwich reported that James Lyon III held one slave, as did members of the Banks (one), Peck (one) and Merritt (four) families. In total, the 1790 census reported 49 individuals in Greenwich held 80 slaves.

Surveys of the Cemetery boundaries have been located on file in the Greenwich Town Hall dating to 1887, when it fell within the estate of Daniel Lyon, 1901, 1911, and 1970, which serve to confirm that the Cemetery has been identified as such throughout the twentieth century. Surveys of adjacent properties also show southern boundaries in 1888, 1940 and 1941. Maps and atlases from the 19th and 20th centuries also depict the cemetery, but in slightly different configurations. Most of the surveys showed the cemetery divided into two or three separate sections: the westernmost and largest parcel is Byram Cemetery, a small rectangular parcel abutting the south side of Byram Cemetery is designated as the “Lyons Burial Plot.” and the eastern most section is designated as the “Colored Cemetery.” Some surveys include the rock outcrop which bisects the Byram Cemetery from the “Colored Cemetery” (e.g., the 1901 *Map of the Byram Cemetery and Road in the Town of Greenwich*). A 1989 inventory of “The Old Burying Ground At Byram/Lyon Plot” by Jeffrey Mead recorded at least 54 standing head or foot stones and nine displaced headstones, none of which were located in the African American Cemetery. Indeed, documentary research to date has not found reference to a headstone in this section of the cemetery, which is not uncommon given the marginalized population.

On August 21, 2014, a meeting was held on site with State Archaeologist Dr. Brian Jones, HPI archaeologists Faline Schneiderman and Cece Saunders, Greenwich Conservation Director Denise Savageau, Zoning Inspector Robert Seale, members of the Greenwich Preservation Trust, and several surrounding neighbors. At that time it was evident that large stone blocks had been placed along the eastern and northern edges of the African American section of the cemetery, fill had been added and the area was seeded. A comparison of 2012 photographs and existing conditions indicates that this activity was undertaken within this time period. More recently, a driveway had been cut across the cemetery at the foot of the bedrock outcrop, and the outcrop itself had been mechanically cut back. Finally, a large pile of soil and fill was placed on top of the cemetery, presumably originating from foundation excavations on the adjacent lot at 11 Byram Dock Street where the landowner is building a permitted addition.

Prior to obtaining a permit for the addition on the house at 11 Byram Dock Street, the landowner, Mr. Jeffrey Stewart, contracted with Admiral Conservation Services of Georgetown, Connecticut, to complete a limited Ground Penetrating Radar (GPR) survey in September, 2013. The GPR report was reviewed, and was found to lack information relevant to establishing the potential presence or absence of burials at the cemetery site. Namely, the report lacked the actual readout of the study and a plan showing the location of the test area. The report concluded that “Soil disturbance was encountered 5 feet from side of house approximately 4 feet wide by 6 feet long and 8 feet deep.” Hand excavations in this location reportedly identified an oil fill line and oil tank, but not evidence of human remains. Significant is the fact that the excavations were not undertaken by a professional archaeologist or physical anthropologist. In sum, the GPR study is not considered to have been conducted using a scientific methodology that would provide meaningful information regarding the potential presence or absence of human remains in the cemetery.
Recommendations

Based upon the research to date, the review of prior plans and surveys of the cemetery, and the meeting held on August 21, HPI recommends the following course of action for the African American Cemetery. These actions can occur concurrently, but should all be carried through to completion:

1. The Town of Greenwich (Town) establish the cemetery boundaries and flag these boundaries in a permanent way accordingly;
2. The Town formally acquire the property, establishing an easement for a Right-of-Way (ROW) immediately at the base of the rock outcrop, allowing access to the parcel at 11 Byram Dock Street;
3. No further excavations or improvements to the ROW, including compaction, paving, etc. should be undertaken to ensure that potential human remains immediately beneath the drive are not disturbed;
4. The backdirt pile should be removed from the cemetery site under the supervision of a professional archaeologist to ensure that potential human remains immediately beneath the surface are not disturbed;
5. Upon removal of the backdirt pile, the Cemetery should be landscaped and reseeded with grass. A planting schedule should be developed in conjunction with the State Archaeologist to ensure that the design is appropriate to a cemetery and that plantings do not inadvertently disturb any burials;
6. An interpretive panel documenting the historic character and age of the cemetery should be installed on the property in a fashion so as not to encourage looting but to celebrate the lives of the African Americans who are interred there;
7. A professional archaeologist should undertake limited subsurface investigations in the form of one-inch hand auguring to establish subsurface conditions. If this proves to be too small a sample size to adequately determine subsurface conditions, then narrow shovel tests (STs) should be completed in a linear transect across the cemetery from west to east, with no more than five STs completed;
8. The results of the subsurface investigation and the documentary study should be compiled into a compendium of information documenting the known history of the site and filed with both the Town and the Greenwich Historical Society;
9. The Town should develop a maintenance plan to ensure that the Byram Cemetery, Lyons Family Plot, and “Colored Cemetery” are maintained appropriately in perpetuity.

Respectfully Submitted,

Faline Schneiderman, RPA
Memorandum

TO: Board of Selectmen
FROM: Princess A. Erfe, Community Development/Grants Administrator
DATE: May 5, 2016
RE: 2016 CT Neighborhood Assistance Act (NAA) Program Proposals

Enclosed for your review and action are copies of the completed applications for the 2016 CT NAA Program. There were a total of eight (8) activities that have been proposed by various local non-profit organizations/agencies. Following is summary of the applications/proposals:

- YMCA of Greenwich, Inc. – Energy Efficient Window Replacement ($150,000)
- Child Guidance Center of Southern CT – Emergency Mobile Psychiatric Services ($60,000)
- Neighbor to Neighbor, Inc. – Food Pantry ($100,000)
- Abilis, Inc. – Community Wellness (39,875)
- Family Centers, Inc. – Den for Grieving Kids ($100,000)
- Family Centers, Inc. – Head Start ($150,000)
- Family Centers, Inc. – Friendly Connections ($100,000)
- Family Centers, Inc. – Early Care and Education ($150,000)

Kindly note the following actions that have been undertaken with regards to agency notification:

- On April 4, 2016 – the public notice for the 2016 NAA Program Application/Proposal availability was posted on the Town’s website
- On April 4, 2016 – the CDBG Office notified (via email) non-profit organizations/agencies as to the availability of the 2016 NAA Program applications/proposals
- On April 5, 2016 – the First Selectman’s Office issued a press release on the 2016 NAA Program

CT NAA Program Information
The CT NAA Program allows for a tax credit to be earned by business firms that make cash investments of at least $250 to certain community programs. The cash investments must be made in a community program that is proposed and conducted by a tax exempt or municipal agency and must be approved both by the municipality in which the program is conducted and the Department of Revenue Services (DRS).

One of the CT NAA Program requirements is for the Town’s governing body to hold a public hearing and vote to approve the programs. Documentation of all public hearing notices and minutes of the meeting approving the programs must be submitted to the DRS no later than July 1, 2016.

To meet this requirement, the 2016 CT NAA program applications/proposals will be reviewed for approval by both the Board of Selectmen (May 12, 2016 meeting) and the RTM (June 13, 2016 meeting).

Let me know if you have any questions.

Enclosures

The Town of Greenwich is Dedicated to Diversity and Equal Opportunity Employment
Municipality: Greenwich

Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Young Mens Christian Association of Greenwich, Inc.

Address: 50 East Putnam Ave.; Greenwich, CT 06830

Federal Employer Identification Number: 06-0646976

Program title: Energy Efficient Window Replacement

Name of contact person: Elaine Grant

Telephone number: (203) 869-1630

Email address: egrant@gwymca.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $150,000.00

Credit percentage for which your organization is applying:

\[ 60\% \] \[ 100\% \] (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

\[ \checkmark \text{ Yes} \] \[ \text{ No} \]

If Yes, attach a copy of the first page of your most recent return.

If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify ________________________________

Part II — Program Information

Description of program:

Replacement of old windows with energy efficiency windows; Energy efficient mechanical system upgrades; SMART building controls; LED lighting upgrades

Need for program:

The YMCA is a 100 year old, 110,000 square foot building and the current windows are not energy efficient. Replacing them with energy efficient windows will significantly lower heating and cooling costs and make the YMCA more energy efficient. Mechanical system upgrades, building controls and LED lighting are part of the YMCA's ongoing efforts to make the building more energy efficient.

Neighborhood area to be served:

The YMCA serves residents from all neighborhoods in Greenwich

Total number of recipients: The 5,000 plus members of the YMCA

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Bob DeAngelo, CEO
   
   Address: 50 East Putnam Ave.; Greenwich, CT 06830
   
   Duties and responsibilities: Oversight and ultimate responsibility for all projects at the facility.

2. Name: Wesley Chang, Director of Facilities

   Address: 50 East Putnam Ave.; Greenwich, CT 06830

   Duties and responsibilities: Day to day management of the project and supervision of all workmen.
Timetable:

Program start date: May 1, 2016
Program completion date: December 31, 2016

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: December
Method of accounting: [ ] Cash [x] Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:
NAA funds requested $150,000.00
Other funding sources - itemized sources:
  a) 
  b) 
  c) 
  d) 

Total Funding:

Proposed Program Expenditures:
Direct operating expenses - itemized description:
  a) Replacement windows - materials & labor $150,000.00
  b) Energy Efficient Mechanical System Upgrades
  c) SMART Building Controls
  d) LED Lighting Upgrades

Administrative expenses:
Professional fund-raising fees
Accounting/legal & other expenses - itemized:
  a) 
  b) 
  c) 
  d) 

Total Proposed Expenditures: $150,000.00
Part IV — Municipal Information
To be completed by the municipal agency overseeing implementation of the program

<table>
<thead>
<tr>
<th>Name of municipal agency overseeing implementation of the program:</th>
<th>TOWN OF GREENWICH, CT</th>
</tr>
</thead>
</table>

Mailing address: 101 FIELD POINT ROAD, GREENWICH, CT 06830

Name of municipal liaison: PRINCESS A. ERFE

Telephone number: 203-622-3791
Fax number: 203-861-6149
Email address: perfe@greenwichct.org

---

**Post-Project Review**

Is a post-project review required for this proposal?

☐ Yes ☐ No

If Yes, date post-project review due:

__________________________
Date
Return of Organization Exempt From Income Tax

For the 2014 calendar year, or tax year beginning 01-01-2014, and ending 12-31-2014

Name of organization: YOUNG MINDS CHRISTIAN ASSOC OF GREENWICH INC
Employer Identification number: 06-06464976

Address: 50 EAST PUTNAM AVE
City or Town: GREENWICH
State: CT
Zip: 06830
Telephone number: (203) 669-1630

Date of incorporation in current jurisdiction: 01-01-2014

Is this a group return for a corporation? No
Are all subsidiaries included? No

SUMMARY

1. Briefly describe the organization's mission or most significant activities:

2. Check this box ✔ if the organization discontinued its operations or disposed of more than 25% of its net assets:

3. Number of voting members of the governing body (Part VI, line 1a): 3
4. Number of independent voting members of the governing body (Part VI, line 1b): 3
5. Total number of individuals employed in calendar year 2014 (Part V, line 2a): 10

REVENUE

8. Contributions and grants (Part VIII, line 1a): 6,784,626
9. Program service revenue (Part VIII, line 2a): 5,194,103
10. Investment income (Part VIII, column A, lines 3, 4, and 7d): 16,040
11. Other revenue (Part VIII, column A, lines 5d, 8c, 9e, 10c, and 11e): 299,397
12. Total revenue: 12,295,156

EXPENSES

13. Grants and similar amounts paid (Part IX, column A, lines 1-3): 0
14. Benefits paid to or for members (Part IX, column A, line 4): 0
15. Salaries, other compensation, and employee benefits (Part IX, column A, lines 5-10): 3,204,629
16a. Professional fundraising fees (Part IX, column A, line 1a): 0
17. Other expenses (Part IX, column A, lines 11a-11e): 5,210,862
18. Total expenses: 8,415,491
19. Revenue less expenses: 3,879,665

SIGNATURE BLOCK

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign here: EDWARD PHILIPP, CEO
Date: 01-01-2015

For Paperwork Reduction Act Notice, see the separate instructions.

Cat No 113811 Form 990 (2014)
Princess A. Erfe  
Community Development Administrator  
Office of Community Development  
101 Field Point Road  
Greenwich, CT 06830

Dear Princess,

The YMCA of Greenwich respectfully submits Form NAA-01 for your consideration as part of the 2016 Connecticut Neighborhood Assistance Act.

Previous years grants have allowed the YMCA to make our building more energy efficient and we hope to continue these projects with another grant this year.

Thank you for your consideration in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Elaine Grant  
Director of Development  
203.869.1639 x-112  
egrant@gwymca.org
Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information
Name of tax exempt organization/municipal agency: ________________________________
Child Guidance Center of Southern Connecticut

Address: 196 Greyrock Place
Stamford, CT 06901

Federal Employer Identification Number: 06-0712058

Program title: Emergency Mobile Psychiatric Services

Name of contact person: Jeannine Egdorf, CFRE

Telephone number: (203) 517-3320

Email address: jeannine.egdorf@childguidancect.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $60,000.00

Credit percentage for which your organization is applying:

[X] 60%    [ ] 100%   (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

[X] Yes    [ ] No

If Yes, attach a copy of the first page of your most recent return.
If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

☑️ Job training/education for unemployed persons aged 50 or over;
☑️ Program serving low-income persons;
☐ Energy conservation;
☐ Child care services;
☐ Open space acquisition fund; or
☐ Other: Specify Mental health and crisis intervention services for youth.

Part II — Program Information

Description of program:
At the state’s designated Emergency Mobile Psychiatric Services (EMPS) provider for Greenwich, our crisis clinicians, trained in youth suicide and violence prevention, are available 7 days a week, 365 days a year, to stabilize emergencies at home, school, or in the community. EMPS ensures timely access to mental health care for children and adolescents struggling with trauma or psychiatric symptoms, regardless of their ability to pay. Clinicians conduct initial phone assessments of calls transferred from Connecticut’s 2-1-1 Crisis Hotline and calls made directly to GC.G Over 90% of calls require a mobile response and crisis stabilization within 45 minutes. Following this initial intervention and if necessary, the clinician and patient arrange for additional sessions to resolve the crisis and reduce the likelihood of recurrence by identifying precipitants and effective problem management skills. Each crisis stabilization and safety plan is individualized, therefore, the frequency and length of treatment varies. Crisis therapy, coordination with school staff and other community providers, and phone check-ins with the child and family may occur daily in the beginning and decrease as progress is made in stabilizing the most high risk symptoms. Follow-up sessions may be provided in the patient’s home, school, community location, or a GC office.

Need for program:
EMPS serves youth, up to 18 years old, with the highest risk behavior and psychiatric symptoms. EMPS, a mobile crisis prevention service, has bilingual clinicians and charges no out-of-pocket fees to families, which removes three significant barriers to requesting mental health treatment: language, poverty and transportation. Youth served within EMPS struggle with the highest risk behavior and most serious psychiatric symptoms, including: suicide attempts, threats, or thoughts; self-mutilation; physical attacks or threats of violence against peers, family members, and school; destruction of property, sexual promiscuity with multiple partners and strangers; delinquent activities; running away; severe depression and extreme anxiety; and hallucinations, delusions, and intrusive thoughts. Of children served within EMPS in FY 15, 11% had made prior suicide attempts; 48% struggled with suicidal impulses; and 28% had a history of self-harm.

Neighborhood area to be served:
Our service area include Greenwich, Stamford, Darien, and New Canaan.

Total number of recipients: In Fiscal Year 2015, GC served 674 children, ages 2 and up.

Administration of Program:
Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Jessica Welts, PsyD, Chief, Mobile and Urgent Services
Address:
196 Greyrock Place
Stamford, CT 06901

Duties and responsibilities: Dr. Welts leads all components of the EMPS program, including crisis response, post-crisis activities, and outreach.

2. Name: 
Address: 

Duties and responsibilities:
Timetable:

Program start date: 07/01/2016
Program completion date: 06/30/2017

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: June
Method of accounting: □ Cash □ Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:
NAA funds requested $60,000.00
Other funding sources - itemized sources:
  a) Government Grants $581,900.00
  b) Private Funding $204,900.00
  c) Program Fees $92,600.00
  d)

Total Funding: $939,400.00

Proposed Program Expenditures:
Direct operating expenses - itemized description:
  a) Clinical Staff Salaries & Benefits $569,300.00
  b) Clinical Support Salaries & Benefits $162,800.00
  c) Travel & Cell Phone Expenses $13,900.00
  d) Program Supplies, Training & Dues $6,800.00
Administrative expenses:
Professional fund-raising fees $0.00
Accounting/legal & other expenses - itemized:
  a) Administrative Staff Salaries & Benefits $102,400.00
  b) IT & Office Expenses & Supplies $39,800.00
  c) Occupancy Costs $30,100.00
  d) Audit, Insurance, Interest & Public Relations $14,300.00

Total Proposed Expenditures: $939,400.00
Part IV — Municipal Information
To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: ___________________________

TOWN OF GREENWICH, CT

Mailing address: __________________________

101 FIELD POINT ROAD, GREENWICH, CT 06830

Name of municipal liaison: PRINCESS A. ERFE

Telephone number: 203-622-3791

Fax number: 203-861-6149

Email address: perfe@greenwichct.org

Post-Project Review

Is a post-project review required for this proposal?

☐ Yes ☐ No

If Yes, date post-project review due:

Date
** Return of Organization Exempt From Income Tax **

Form 990

Department of the Treasury
Internal Revenue Service

** PUBLIC DISCLOSURE COPY **

Under section 501(c)(3), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990

For the calendar year, or tax year beginning JUL 1, 2014 and ending JUN 30, 2015

| B | C | Name of organization | CHILD GUIDANCE CENTER OF SOUTHERN CONNECTICUT, INC. |
| E | Phone number | 06-0712058 |
| F | Telephone number | 203-324-6127 |

G | Name and address of principal officer | SHERRY PERLSTEIN |

SAME AS C ABOVE

| I | Tax exempt status | X 501(c)(3) |

| J | Website | WWW.CHILDGUIDANCECT.ORG |

| K | Form of organization | Corporation |

| Year of formation | 1954 |

| State of legal domicile | CT |

** Part I **

** Summary **

| 1 | Briefly describe the organization’s mission or most significant activities | PROVIDE MENTAL HEALTH SERVICES TO CHILDREN AND ADOLESCENTS. |

| 2 | Number of voting members of the governing body (Part VI, line 1a) | 3 |

| 3 | Number of independent voting members of the governing body (Part VI, line 1b) | 4 |

| 5 | Total number of individuals employed in calendar year 2014 (Part V, line 2a) | 67 |

| 6 | Total number of volunteers (estimate if necessary) | 56 |

| a | Total unrelated business revenue from Part VIII, column (C), line 12 | 0 |

| b | Net unrelated business taxable income from Form 990-T, line 34 | 0 |

| c | Contributions and grants (Part VIII, line 1) | 4,122,390 |

| d | Program service revenue (Part VIII, line 2g) | 1,147,872 |

| e | Investment income (Part VIII, column (A), lines 3, 4, and 7d) | 1,372 |

| f | Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11c) | -33,258 |

| g | Total revenue, add lines 6 through 11 (must equal Part VIII, column (A), line 12) | 5,238,376 |

| h | Grants and similar amounts paid (Part IX, column (A), lines 1-3) | 3,716,741 |

| i | Salaries, benefits paid to or for members (Part IX, column (A), line 4) | 0 |

| j | Total expenses, Add lines 13-17 (must equal Part IX, column (A), line 28) | 4,839,551 |

| k | Revenue less expenses, Subtract line 18 from line 12 | 398,825 |

| l | Total assets (Part X, line 16) | 3,570,146 |

| m | Total liabilities (Part X, line 26) | 1,040,031 |

| n | Net assets or fund balances, Subtract line 21 from line 20 | 2,530,115 |

** Part II **

** Signature Block **

Signature of officer SHERRY PERLSTEIN, PRESIDENT/CEO

Preparer's name BRUCE BLASNIK

Preparer's signature 12/11/14

PTIN P00733345

Paid Preparer

Firm's name O'CONNOR DAVIES, LLP

Firm's EIN 27-1728945

Use Only

Firm's address 3001 SUMMER STREET, 5TH FL EAST STAMFORD, CT 06905

Phone no. 203-323-2400

May the IRS discuss this return with the preparer shown above? Yes No

LHA For Paperwork Reduction Act Notice, see the separate instructions.

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Form 990 (2014)
With multiple locations serving the Darien, Greenwich, New Canaan and Stamford communities

972 Post Road  23 Benedict Place  103 W. Broad Street  196 Greyrock Place  83 Lockwood Avenue
Darien, CT 06820  Greenwich, CT 06830  Stamford, CT 06902  Stamford, CT 06901  Stamford, CT 06902

April 25, 2016

Board of Selectmen
Community Development Office
101 Field Point Road.
Greenwich, CT 06830

Dear Board of Selectmen,

On behalf of the Child Guidance Center of Southern Connecticut (CGC) thank you for allowing us the opportunity to apply for the 2016 Neighborhood Assistance Act (NAA) Tax Credit Program. Per your application guidelines, attached is a completed NAA form.

If you have any questions about our services, please feel free to contact me at (203) 517-3320 or jeannine.egdorf@childguidancect.org.

Thank you for your consideration.

Sincerely,

Jeannine Egdorf, CFRE
Development Director

Directors Emeriti

Judy D. Eaton
Julia M. Nemes, MD
Edward D. Steward
Joseph R. Tardeo
Harold J. Tinkler

Telephone: 203-324-6127  www.childguidancect.org
www.facebook.com/childguidancect  www.twitter.com/cgcCT
Princess Erfe  
Community Development Administrator  
Office of Community Development  
Greenwich Town Hall  
101 Field Point Road  
Greenwich, CT 06830

April 28, 2016

Dear Ms. Erfe,

Thank you for extending me the opportunity to submit the enclosed Program Proposal for 2016 Neighborhood Assistance Act program. This is Neighbor to Neighbor’s first proposal for this program and we are excited about the opportunity for collaboration it presents.

As you know, Neighbor to Neighbor is Greenwich’s only food pantry. We are proud to provide 325,000 meals each year, over 95% of which go to low-income Greenwich residents. We promote health and dignity in all we do and we are grateful for the many opportunities we have enjoyed in recent years to partner with the Town to ensure the most vulnerable in our community are supported.

Please do not hesitate to contact me with any questions you may have. Thank you for all you do for the community of Greenwich, and for Neighbor to Neighbor.

Best regards,

Nancy Coughlin  
Executive Director

203-622-9208 ext. 11  
coughlin@ntngreenwich.org

Enc.

Neighbor to Neighbor  
248 East Putnam Avenue • Greenwich, CT 06830 • (203) 622-9208 • www.ntngreenwich.org
Municipality: Greenwich, CT

Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Neighbor to Neighbor, Inc.

Address: 248 East Putnam Avenue, Greenwich, CT 06830

Federal Employer Identification Number: 06-6071605

Program title: Food Pantry

Name of contact person: Nancy Coughlin

Telephone number: (203) 622-9208

Email address: ncoughlin@ntngreenwich.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $100,000.00

Credit percentage for which your organization is applying: 

☒ 60%  ☐ 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes  ☐ No

If Yes, attach a copy of the first page of your most recent return.

If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

☐ Job training/education for unemployed persons aged 50 or over;
☐ Job training/education for disabled persons;
☒ Program serving low-income persons;
☐ Energy conservation;
☐ Child care services;
☐ Open space acquisition fund; or
☐ Other: Specify _____________________________.

Part II — Program Information

Description of program: ____________________________________________

Food Pantry

Please see attached.

________________________________________

Need for program: ____________________________________________

Please see attached.

________________________________________

Neighborhood area to be served: __________________________________

All of Greenwich

________________________________________

Total number of recipients: 900 individuals/month; 1,800 individuals/year; 660 families per year.

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Please see attached.

   Address: ______________________________________________________

   Duties and responsibilities: ________________________________

2. Name: ______________________________________________________

   Address: ______________________________________________________

   Duties and responsibilities: ____________________________________
Timetable:

Program start date: 6/1/16
Program completion date: 5/31/17

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: May
Method of accounting:  □ Cash    □ Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested $100,000.00
Other funding sources - itemized sources:
    a) Childrens Hope Chest $15,000.00
    b) First Congregational Church Women's Fellowship $15,000.00
    c) Greenwich Department of Social Services $10,000.00
    d) All other revenue (grants, event, donations) $101,300.00

Total Funding: $241,300.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:
    a) Milk $30,000.00
    b) Meat (chicken, fish, low-fat ground beef) $28,000.00
    c) Fresh produce $9,000.00
    d) All other food, including bread $61,000.00

Administrative expenses:
    Professional fund-raising fees $0.00

Accounting/legal & other expenses - itemized:
    a) Salaries $99,500.00
    b) Rent/Maintenance $4,800.00
    c) Van operation (for food pick up) $3,000.00
    d) All other (supplies, equipment maintenance) $6,000.00

Total Proposed Expenditures: $241,300.00

Form NAA-01 (Rev. 02/16)
### Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

<table>
<thead>
<tr>
<th>Name of municipal agency overseeing implementation of the program:</th>
<th>TOWN OF GREENWICH, CT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing address:</td>
<td>101 FIELD POINT ROAD, GREENWICH, CT 06830</td>
</tr>
<tr>
<td>Name of municipal liaison:</td>
<td>PRINCESS A. ERFE</td>
</tr>
<tr>
<td>Telephone number:</td>
<td>203-622-3791</td>
</tr>
<tr>
<td>Fax number:</td>
<td>203-861-6149</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:perfe@greenwichct.org">perfe@greenwichct.org</a></td>
</tr>
</tbody>
</table>

### Post-Project Review

Is a post-project review required for this proposal?

- [ ] Yes  
- [ ] No

If Yes, date post-project review due:

Date
Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Municipality: Greenwich
Name of tax exempt organization: Neighbor to Neighbor

Continuation Sheet

Part II – Program Information

Description of Program: Food Pantry

Neighbor to Neighbor provides low income Greenwich residents with over 300,000 nutritious meals each year in an atmosphere of kindness and respect. Through our “client choice” pantry we offer weekly groceries at no cost including fresh produce, wheat bread, milk, meat and staples designed to meet our clients’ nutritional needs and free up scarce resources for ancillary needs.

Residents of Greenwich whose income is below 200% of federal poverty guidelines are eligible to “shop” once per week in our pantry, which is set up to resemble a small grocery store. Clients are referred through social service agencies and the public school system. The Greenwich Department of Social Services (GDSS) is our largest source of referrals, and we work closely with them to serve our clients. Neighbor to Neighbor coordinates with GDSS and the Transportation Association of Greenwich to deliver weekly groceries to our home-bound clients. Sixteen percent of our clients are seniors, 11% suffer physical or intellectual disabilities, and almost half are children.

During the eight weeks of summer, we provide a “summer supplement” to students. Foods such as bread, tuna, peanut butter, jelly, fruits, vegetables and soup, are provided in addition to a family’s weekly allotment of food. The summer supplement is designed to alleviate the financial burden families feel when they lose the benefit of free or reduced price school-based meals, and to help our clients maintain good health throughout the year.

Our food delivery system was designed by a nutritionist to ensure our clients receive adequate food to prepare nutritious, balanced meals. We don’t just fill plates, we promote health. Since 1980, the relative cost of fresh produce has increased 40%, while during the same period the cost of low-nutrient, low-quality “junk” food such as soda has decreased 33%. Healthy food has become more costly and out of reach of those living in poverty. In response, our food programs ensure low income people have access to a nutritious diet, with all of its benefits.

Neighbor to Neighbor is committed to providing nutritious meals in the most dignified manner possible. Our “client choice” food pantry has served as a model for those in surrounding communities. In our pantry, clients choose from a healthy array of food. The quantity of food
each family receives is based on its size. Allowing clients to choose their own food promotes dignity, respects the important role of food in culture, and improves clients’ ability to adhere to dietary restrictions such as those for diabetics.

Neighbor to Neighbor tracks outcomes and reports monthly to its board of director as well as GDSS. The Commissioner of GDSS, Dr. Alan Barry, sits ex officio on our board. We track the numbers of individuals and families served, the number of visits to the pantry, the number of meals provided, and the utilization rate of GDSS clients. We compare numbers year-over-year to identify and address trends. We report monthly to the CT Food Bank and Food Bank of Lower Fairfield County on the demographics of our clients in addition to usage statistics. We regularly survey our clients on the quality of the services we provide or any programmatic changes being considered. Finally, our Executive Director keeps abreast of industry trends through her roles on numerous community boards, including the Greenwich United Way Planning Council, the Junior League Community Advisory Board and the Fairfield County Community Foundation’s Executive Leadership Program.

Need for Program:

Neighbor to Neighbor is Greenwich’s only food pantry. A full 17% of Greenwich’s 60,000 residents live below the poverty line or work and do not earn enough to afford basic living essentials. Almost 16% of Greenwich public school students receive free or reduced price lunch. In Fairfield County, 35,000 children live in food insecure households.

Sufficient nutritious food is essential to physical and emotional strength, particularly among children. Indeed, lack of proper nutrition is associated with a number of negative health effects, including the following:

- Children who lack adequate nutrition are 90% more likely to be reported by doctors as having “fair or poor” overall health and 31% more likely to be hospitalized in childhood.

- Studies have linked food insecurity to obesity, primarily resulting from the economic inability to access fresh, healthy food. Obesity in turn is a cause of cardiovascular disease, hypertension and diabetes in adults.

- Children who lack proper nutrition are 140% more likely to suffer from iron deficiency and iron deficiency anemia, the two most common nutritional deficiencies in America. These conditions are associated with such risks as neural tube defects, adult onset diabetes, adult risk of cardiac disease and low birth weight, as well as cognitive and attention deficits.

In addition, reducing poverty and food insecurity in families helps reduce stress in all members of the family. Studies show that reducing food insecurity has the following benefits:

- reduced maternal depression, childhood anxiety, and social dysfunction in children and teens;

- increased high school graduation rates and overall lifetime earnings; and
- less need for psychological intervention, fewer school suspensions, and even a lowered risk of incarceration.

Our programs allow low income Greenwich families to have access to nutritious food to support healthy diets, and in turn promote success both academically and socially. When clients know they can secure nutritious food each week, they are able to budget effectively and devote scarce resources to meeting their families' ancillary needs, such as medical attention, school supplies, or saving for a rental security deposit. This allows them to make lasting, meaningful change in their lives. As federally-funded programs continue to face cuts, more and more Americans are turning to nonprofit organizations for help. Neighbor to Neighbor strives to meet this need fully.

**Administration of Program:**
Identify every person or organization involved in the implementation and administration of the program.
Use additional sheets if necessary.

**Name:** Nancy Coughlin, Executive Director  
**Address:** 248 East Putnam Avenue, Greenwich, CT 06830  
**Duties and responsibilities:** Overall responsibility for the successful operation of the organization, including day-to-day management, human resources, and fiscal management; together with the board, ensuring adequate financial resources to effectively operate the programs.

**Name:** Jane Naferos, Client Coordinator  
**Address:** 248 East Putnam Avenue, Greenwich, CT 06830  
**Duties and responsibilities:** Greeting clients, scheduling appointments, managing all referrals from social service providers, tracking and reporting client data.

**Name:** Guy Pettiford, Food Pantry Coordinator  
**Address:** 248 East Putnam Avenue, Greenwich, CT 06830  
**Duties and responsibilities:** Driving van to pick up food donations and purchases; stocking shelves.

**Name:** Duncan Lawson, Operations Coordinator  
**Address:** 248 East Putnam Avenue, Greenwich, CT 06830  
**Duties and responsibilities:** Overall responsibility for volunteer program and in-kind donation program; training and scheduling 250 volunteers per year including weekly volunteers, student volunteers and religious and community groups; purchasing food and tracking inventory.

**Name:** Jean Davis French, Administrator  
**Address:** 248 East Putnam Avenue, Greenwich, CT 06830  
**Duties and responsibilities:** Processing of invoices and charitable contributions, supply purchasing and overall agency support.
**Return of Organization Exempt From Income Tax**

**A For the 2014 calendar year, or tax year beginning JUN 1, 2014 and ending MAY 31, 2015**

**B Name of organization**

NEIGHBOR TO NEIGHBOR, INC.

**C Employer identification number**

06-6071605

**J Website**: WWW.N-TO-N.ORG

**K Form of organization**: Corporation

**L Year of formation**: 1948

**M State of legal domicile**: CT

**Part I**

<table>
<thead>
<tr>
<th>Description</th>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions and grants (Part VIII, line 1h)</td>
<td>1,793,724</td>
<td>2,137,573</td>
</tr>
<tr>
<td>Program service revenue (Part VIII, line 2g)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Investment income (Part VIII, column A, lines 3, 4, and 7d)</td>
<td>31,389</td>
<td>33,357</td>
</tr>
<tr>
<td>Other revenue (Part VIII, column A, lines 5, 6d, 8c, 9c, 10c, and 11e)</td>
<td>0</td>
<td>60,091</td>
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<tr>
<td>Total revenue - add lines 8 through 11 (must equal Part VIII, column A, line 12)</td>
<td>1,825,113</td>
<td>2,231,021</td>
</tr>
<tr>
<td>Grants and similar amounts paid (Part IX, column A, lines 1-3)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Benefits paid to or for members (Part IX, column A, line 4)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Salaries, other compensation, employee benefits (Part IX, column A, lines 5-10)</td>
<td>286,245</td>
<td>289,983</td>
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<td>Total fundraising expenses (Part IX, column C, line 25)</td>
<td>34,499</td>
<td>34,499</td>
</tr>
<tr>
<td>Other expenses (Part IX, column A, lines 11a-11d, 11f-24a)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total expenses. Add lines 13-17 (must equal Part IX, column A, line 25)</td>
<td>1,844,194</td>
<td>1,781,450</td>
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<tr>
<td>Revenue less expenses. Subtract line 18 from line 12</td>
<td>-19,081</td>
<td>448,571</td>
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**Part II**

**Summary**

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<tr>
<th>Description</th>
<th>Beginning of Current Year</th>
<th>End of Year</th>
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<tbody>
<tr>
<td>Total assets (Part X, line 16)</td>
<td>1,351,676</td>
<td>1,811,078</td>
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<tr>
<td>Total liabilities (Part X, line 26)</td>
<td>10,951</td>
<td>3,292</td>
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<td>Net assets or fund balances. Subtract line 21 from line 20</td>
<td>1,340,725</td>
<td>1,807,786</td>
</tr>
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**Part II**

**Signature Block**

CHRIS ZADIK, TREASURER

**Paid**

WALTER J. MCKEEVER, JR.

**Preparer**

WALTER J. MCKEEVER & COMPANY, LLC

**Use Only**

P.O. BOX 5147 15 VALLEY DRIVE

GREENWICH, CT 06831

Phone no. (203) 6228625

**Form 990 (2014)**

432003 10-01 14 LHA For Paperwork Reduction Act Notice, see the separate instructions.

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION
28 April, 2016

Ms. Princess A. Erfe
Community Development Administrator
Office of Community Development – Town of Greenwich
101 Field Point Road
Greenwich, CT. 06830

RE: 2016 Connecticut Neighborhood Assistance Act (NAA)

Dear Princess:

Enclosed is Abilis' proposal to secure funding under the NAA program. Please let me know if you have any questions or need additional information.

Thanks, as always, for your help.

Best,

Richard B. H. Graham
Chief Operating Officer
Abilis, Inc.

Enclosures
Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Abilis, Inc.

Address:
50 Glenville Street; Greenwich, CT 06831

Federal Employer Identification Number: 06-6009327

Program title: Community Wellness

Name of contact person: Richard B. H. Graham

Telephone number: 203-531-1880, ext. 117

Email address: rgraham@abilis.us

Total NAA funding requested ($250 minimum, $150,000 maximum): $39,875.00

Credit percentage for which your organization is applying:

XX 60% 

100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

XX Yes 

No

If Yes, attach a copy of the first page of your most recent return.

If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

- [ ] Job training/education for unemployed persons aged 50 or over;
- [ ] Job training/education for disabled persons;
- [ ] Program serving low-income persons;
- [ ] Energy conservation;
- [ ] Child care services;
- [xx] Open space acquisition fund; or
- [ ] Other: Specify Community Wellness

Part II — Program Information

Description of program: **Please see attached**

Need for program: **Please see attached**

Neighborhood area to be served: **Abilis employees and people we serve**

Total number of recipients: **300+**

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: **Dennis W. Perry**
   
   Address: 50 Glenville Street
   Greenwich, CT 06831

   Duties and responsibilities: Serve as sponsor for program, set goals and targets, determine incentive/rewards.

2. Name: **Amy Montimurro**
   
   Address: 50 Glenville Street
   Greenwich, CT 06831

   Duties and responsibilities: Design program, coordinate clinical staff deployment to assist participants, provide resources for individual coaching, monitor and track results, provide program/employee feedback.
Timetable:

**July 1, 2016**

Program start date:

Program completion date: **December 31, 2016**

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: **June**

Method of accounting: Cash  XX  Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

- NAA funds requested
  
- Other funding sources - itemized sources:
  
  a) Aetna Insurance3Co.  
  
  - 3,000

  b) 
  
  c) 
  
  d) 

Total Funding: $42,875

**Proposed Program Expenditures:**

- Direct operating expenses - itemized description:
  
  a) "Fitbit" devices  $15,000
  
  b) Fitness/Nutrition Training Classes  1,500
  
  c) Computer Software to Monitor Health Screenings  2,000
  
  d)  15,000

  Administrative expenses:  9,375

  Professional fund-raising fees  0

  Accounting/legal & other expenses - itemized:
  
  a) 
  
  b) 
  
  c) 
  
  d) 

Total Proposed Expenditures: $42,875
Part IV — Municipal Information
To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: __________________________
TOWN OF GREENWICH, CT

Mailing address: __________________________
101 FIELD POINT ROAD, GREENWICH, CT 06830

Name of municipal liaison: PRINCESS A. ERFE

Telephone number: 203-622-3791

Fax number: 203-861-8149

Email address: perfe@greenwichct.org

Post-Project Review

Is a post-project review required for this proposal?

☐ Yes  ☐ No

If Yes, date post-project review due:

________________________

Date
**Form 990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter Social Security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2013 calendar year, or tax year beginning **JUL 1, 2013** and ending **JUN 30, 2014**

B Check if applicable:

<table>
<thead>
<tr>
<th>Name of organization</th>
<th>Employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABILIS, INC.</td>
<td>06-6009327</td>
</tr>
</tbody>
</table>

C Telephone number: **203-531-1880**

G Group exemption number: **14,247,336**

F Name: **LAUREL P. ROSS**

J Website: **WWW.ABILIS.US**

K Form of organization: **Corporation**

L Year of formation: **1991**

M State of legal domicile: **CT**

<table>
<thead>
<tr>
<th>Activities &amp; Governance</th>
<th>Summary</th>
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<tbody>
<tr>
<td></td>
<td>ABILIS PROVIDES PEOPLE WITH DEVELOPMENTAL DISABILITIES AND THEIR FAMILIES IN LOWER FAIRFIELD</td>
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</table>

<table>
<thead>
<tr>
<th>Contributions &amp; grants (Part VIII, line 1h)</th>
<th>Prior Year</th>
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<tbody>
<tr>
<td></td>
<td>1,238,603</td>
<td>1,123,841</td>
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<thead>
<tr>
<th>Program service revenue (Part VIII, line 2g)</th>
<th>Prior Year</th>
<th>Current Year</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>12,400,499</td>
<td>13,008,769</td>
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<table>
<thead>
<tr>
<th>Investment income (Part VIII, column A, lines 3, 4, and 7d)</th>
<th>Prior Year</th>
<th>Current Year</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1,297</td>
<td>1,791</td>
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<table>
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<tr>
<th>Other revenue (Part VIII, column A, lines 5, 6d, 8c, 9c, 10c, and 11e)</th>
<th>Prior Year</th>
<th>Current Year</th>
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<tbody>
<tr>
<td></td>
<td>20,000</td>
<td>20,000</td>
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<table>
<thead>
<tr>
<th>Total revenue, add lines 8 through 11 (must equal Part VIII, column A, line 12)</th>
<th>Prior Year</th>
<th>Current Year</th>
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<tbody>
<tr>
<td></td>
<td>13,660,399</td>
<td>14,154,401</td>
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<table>
<thead>
<tr>
<th>Grants and similar amounts paid (Part IX, column A, lines 1-3)</th>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
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</tbody>
</table>

| Benefits paid to or for members (Part IX, column A, line 4) | Prior Year | Current Year |
|                                                            | 0          | 0            |

<table>
<thead>
<tr>
<th>Total fundraising expenses (Part IX, column D, line 25)</th>
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<th>Current Year</th>
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<tr>
<td></td>
<td>3,280,271</td>
<td>3,354,849</td>
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<thead>
<tr>
<th>Total expenses (Part IX, column A, lines 11a-11d, 11f-24e)</th>
<th>Prior Year</th>
<th>Current Year</th>
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<tr>
<td></td>
<td>13,594,950</td>
<td>14,276,560</td>
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<tr>
<th>Revenue less expenses, subtract line 18 from line 12</th>
<th>Prior Year</th>
<th>Current Year</th>
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<tbody>
<tr>
<td></td>
<td>65,449</td>
<td>-122,159</td>
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<th>Total assets (Part X, line 16)</th>
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<tbody>
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<td></td>
<td>7,148,326</td>
<td>6,713,272</td>
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<th>Total liabilities (Part X, line 26)</th>
<th>Prior Year</th>
<th>Current Year</th>
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<td></td>
<td>4,827,316</td>
<td>4,514,421</td>
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<thead>
<tr>
<th>Net assets or fund balances, subtract line 21 from line 20</th>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,321,010</td>
<td>2,198,851</td>
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**Part II - Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: **LAUREL P. ROSS, EXECUTIVE DIRECTOR**

Date: **2/1/13**

Preparer's name: **JAMES TRAESTER, CPA**

Preparer's signature: **P00179318**

Form 990 (2013)
Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Description of Program

Abilis as an organization is changing. We are expanding our programs, our revenue mix, and our market. In order to continue to be successful, Abilis needs to ensure that its staff is kept safe at the workplace and also maintains a healthy lifestyle so that they can manage the stress and physical demands of their positions. It is critical to have a stable workforce so that staff does not miss work. Absent staff means changes in coverage for the people we serve, which is very disruptive to a population that thrives on predictability and routine.

Abilis has put a new focus on safety. The program is now being directed by the Chief Operating Officer rather than at the director level. The safety committee has been reconstituted and rechartered and will focus more robustly not only on identified safety issues, but on proactive inspections and planned remedial actions. The goal is to reduce accidents, claims, and absenteeism.

At the same time, Abilis is initiating a wellness program for our community-based staff to improve the health of this population, reduce and/or address chronic illnesses, and reduce workplace-related accidents and events that may have a health component.

Abilis is asking for funds through the Connecticut Neighborhood Assistance Act (NAA) to help fund the first part of this initiative, notably a “get moving” program. In order to best serve our community, it is imperative that staff develop and follow a measurable “exercise” program to promote fitness and well-being, reduce absenteeism and injuries, and to perform at peak levels. Most staff have sedentary jobs. By encouraging and promoting our “get moving” program, Abilis hopes to encourage staff to be more active and encourage walking, moving, and other physical activities. Not only will this improve staff performance and overall health, it will have the corollary benefit of encouraging staff to physically interact with the people we serve, getting them to move and exercise as well.

The fitness program is centered on getting individuals to move, walk, run, in a consistent, progressive and measurable way. This program is based on providing staff with a “Fitbit” measuring devices that will help them become more aware of the steps they take each day and to the benefit of increasing their walking levels. We anticipate keeping staff motivated and focused on improving their health by tracking individuals’ activity and movement. This tool/program will be augmented in several ways:
Description of Program (continued)

- Fitness/nutrition training classes
- Health screenings
- Supervision by Abilis clinical and nursing staff
- Scheduled fitness programs
- Measuring and monitoring of performance/improvement
- Feedback and counseling

To further motivate staff, we plan to establish teams to "compete" and benchmark against each other, monitor and post performance results, and establish prizes for different categories such as "most steps taken," "distance travelled," etc.

Because we are managing this program in-house, we are able to invest almost all funds in program services with minimal administrative costs.
Abilis
Serving people with developmental disabilities since 1951

Need for Program

Abilis provides people with developmental disabilities and their families with supports and advocacy for building able lives and strong communities. Abilis provides services and supports for over 700 individuals from birth through the life span. Among other programs, Abilis manages 23 residential facilities in Greenwich and surrounding communities and works with numerous schools, civic organizations, and other community partners to deliver programs to individuals and families when and where they need them most.

Abilis employees work under considerable pressure over long hours. Their service to the community is unmatched and critical to the care of the people we serve. However, most work in sedentary roles where they have the opportunity to snack on unhealthy foods. Many do not know, or follow, good nutrition, exercise, and wellness practices. A significant number of Abilis employees are overweight and/or have chronic illnesses such as diabetes.

Abilis is initiating a wellness program, in partnership with our insurance carrier and broker, to address stress and health issues in our community. Promoting a healthy lifestyle with our staff will reduce illness and call outs, and should reduce Abilis' medical costs overall. In addition, we project that this program will help Abilis' employees to reduce the number of safety- and workplace injuries, which often result in required use of community health facilities.

Finally, the implementation of this community wellness program will promote the health and well-being of Abilis' staff, which will have a ripple effect as staff promote healthy living, wellness, and exercise with their family members, the people we serve, and others. Better nutrition and being active/mobile will lead to better health, being more physically fit, and fewer sick days. Staff absences impact the organization's ability to serve our community and are disruptive to the scheduled routines that the people we serve depend on.
Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Family Centers Inc

Address: 40 Arch Street Greenwich, CT 06830

Federal Employer Identification Number: 06-0846556

Program title: Den for Grieving Kids

Name of contact person: Stephanie Haen

Telephone number: (203) 629-2622

Email address: Shaen@familycenters.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $100,000.00

Credit percentage for which your organization is applying:

[ ] 60%  [ ] 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

[ ] Yes  [ ] No

If Yes, attach a copy of the first page of your most recent return.

If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify Bereavement support services

Part II — Program Information

Description of program:

The Den for Grieving Kids (The Den), a program of Family Centers, offers evening peer support groups for bereaved children and families and school-based bereavement support groups for elementary, middle and high school students. The program runs year round and is open to any child or family that has experienced a loss and needs a place to go for support.

Need for program:

In the United States, one out of 20 children experience the death of a parent by the time they are 18 years old, and one out of seven loses a sibling, a close friend or relative by the time they are 10 years old. Children who lose a loved one are at a greater risk for symptoms of depression, withdrawal, anxiety, conduct problems and lower self-esteem.

Neighborhood area to be served:

Greenwich, Stamford

Total number of recipients: 522

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Carole Elias

   Address: 60 Palmers Hill Stamford, CT 06902

   Duties and responsibilities: Program administration and oversight management

2. Name: Stephanie Haen

   Address: 20 Bridge Street, Greenwich, CT 06830

   Duties and responsibilities: Direct Service Supervision
Timetable:
Program start date: 7/1/2016
Program completion date: 6/30/2017

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: June
Method of accounting: [ ] Cash [x] Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:
NAA funds requested $100,000.00
Other funding sources - itemized sources:
  a) Family Centers Fundraising $177,500.00
  b) 
  c) 
  d) 

Total Funding: $177,500.00

Proposed Program Expenditures:
Direct operating expenses - itemized description:
  a) Salaries, benefits, Payroll taxes $133,590.00
  b) Supplies $7,258.00
  c) Occupancy $11,645.00
  d) other $15,211.00

Administrative expenses:
Professional fund-raising fees $9,796.00

Accounting/legal & other expenses - itemized:
  a) 
  b) 
  c) 
  d) 

Total Proposed Expenditures: $177,500.00
Part IV — Municipal Information
To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: ________________________
TOWN OF GREENWICH, CT

Mailing address: ____________________________________________________________
101 FIELD POINT ROAD, GREENWICH, CT 06830

Name of municipal liaison: PRINCESS A. ERFE

Telephone number: 203-622-3791
Fax number: 203-861-6149
Email address: perfe@greenwichct.org

Post-Project Review
Is a post-project review required for this proposal?
☐ Yes ☐ No

If Yes, date post-project review due:

____________________
Date
### Return of Organization Exempt From Income Tax

**Form 990**

**Period Covered:**
- Beginning: **JUL 1, 2014**
- Ending: **JUN 30, 2015**

**Organization:** FAMILY CENTERS INC.

**Employer Identification Number:** 06-0646666

**Gross receipts:**
- **13,662,821.**

**Tax-exempt status:**
- #501(c)(3) [ ]
- #501(c)(4) [ ]
- #501(c)(6) [ ]
- #501(c)(19) [ ]
- #501(c)(27) [ ]
- #11. **Form 990 and its instructions are at** [www.irs.gov/form990](http://www.irs.gov/form990)

**Summary**

1. **Mission:** To provide opportunities for families, children, and communities to reach their full potential.

2. **Activities & Governance**
   - Number of voting members of the governing body: **46**
   - Number of independent voting members of the governing body: **46**
   - Total number of individuals employed in calendar year 2014: **225**
   - Total number of volunteers: **0**

3. **Revenue**
   - Prior Year: **7,754,195.**
   - Current Year: **6,933,675.**
   - Program service revenue: **3,518,241.**
   - Investment income: **1,034,147.**
   - Other revenue: **1,034,147.**

4. **Expenses**
   - Prior Year: **8,980,427.**
   - Current Year: **8,586,325.**
   - Total fundraising expenses: **4,095,942.**
   - Total expenses: **12,104,537.**
   - Revenue less amounts allowed by law: **169,557.**

5. **Net Assets or Fund Balances**
   - Beginning of Current Year: **16,473,707.**
   - End of Year: **16,235,896.**

**Signature Block**

**Signature of Officer:** THOMAS ASHFORTH, CHAIRMAN

**Preparer's Name:** HAIMS, BUZZEO & CO., P.C.

**Preparer's Signature:** [Signature]

**Preparer's EIN:** 00966355

**Preparer's Phone Number:** (203) 324-5117

**Preparer's Address:** 666 SUMMER STREET, STAMFORD, CT 06901

---

**Form 990 (2014)**
NONDISCRIMINATION CERTIFICATION

This is to certify that Family Centers Inc does not discriminate
(Name of Organization)
against any person or group of persons on the grounds of race, color, religious creed, age, marital
status, national origin, ancestry, sex, intellectual disabilities, sexual orientation, or physical
disability including, but not limited to, blindness, in the provision of services related to the
program(s) listed below which are under consideration by the Board of Representatives for
transmittal to the State of Connecticut Department of Revenue Services for inclusion in the
Neighborhood Assistance Act of 2016:

The Den for Grieving Kids

Friendly Connections

Head Start

Early Care and Education

[Signature]

Robert M. Arnold
Printed Name and Title

Family Centers Inc
Organization

4/29/16
Date
Form NAA-16
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Family Centers Inc

Address: 40 Arch Street Greenwich, CT 06830

Federal Employer Identification Number: 06-0646656

Program title: Head Start

Name of contact person: Megan Sweeney

Telephone number: (203) 869-4648

Email address: Msweeney@familycenters.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $150,000.00

Credit percentage for which your organization is applying:

X 60% □ 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

X Yes □ No

If Yes, attach a copy of the first page of your most recent return.
If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify

Part II — Program Information

Description of program:

Greenwich Head Start (HS) helps children from low-income families to overcome the achievement gap and enter kindergarten better prepared to succeed academically, socially, emotionally and physically. Hs offers full-day, year-round preschools in an enriching and stimulating learning environment, as well as full and part-time childcare for working parents.

Need for program:

Our Greenwich Head Start program continues to see an increase in the number of families who need significant levels of scholarship. Many families work and need full-day, year-round care for their children, yet they are financially stressed, and cannot afford full tuition. Families often fall behind in payments during the school year and the program is forced to exclude the child or offer additional scholarship to assure that the student continues to attend the program.

Neighborhood area to be served: Greenwich,

Total number of recipients: 131

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Carole Elias
   Address: 60 Palmers Hill Stamford, CT 06902
   Duties and responsibilities: Program administration and oversight management

2. Name: Megan Sweeney
   Address: 40 Arch Street Greenwich, CT 06830
   Duties and responsibilities: Direct Service Supervision
Timetable:

Program start date: 7/1/2016
Program completion date: 6/30/2017

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: June
Method of accounting: [x] Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

- NAA funds requested $150,000.00
- Other funding sources - itemized sources:
  a) Grants Government & Foundation $625,800.00
  b) United Way allocation $26,000.00
  c) Program service fees $9,000.00
  d) Private Fundraising $82,285.00

Total Funding: $743,085.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:

a) Salaries, benefits, Payroll taxes $589,672.00
b) Supplies, Occupancy & Communications $68,825.00
c) Professional Development & Children/parent Activities $11,107.00
d) other $36,473.00

Administrative expenses:

Professional fund-raising fees $37,008.00

Accounting/legal & other expenses - itemized:

a) 

b) 

c) 

d) 

Total Proposed Expenditures: $743,085.00
**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

<table>
<thead>
<tr>
<th>Name of municipal agency overseeing implementation of the program:</th>
<th>TOWN OF GREENWICH, CT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing address:</td>
<td>101 FIELD POINT ROAD, GREENWICH, CT 06830</td>
</tr>
<tr>
<td>Name of municipal liaison:</td>
<td>PRINCESS A. ERFE</td>
</tr>
<tr>
<td>Telephone number:</td>
<td>203-622-3791</td>
</tr>
<tr>
<td>Fax number:</td>
<td>203-881-6149</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:Perfe@greenwichct.org">Perfe@greenwichct.org</a></td>
</tr>
</tbody>
</table>

**Post-Project Review**

Is a post-project review required for this proposal?

- [ ] Yes  
- [ ] No

If Yes, date post-project review due:

_________  
Date
**EXTENDED TO FEBRUARY 16, 2016**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter social security numbers on this form as it may be made public.
- Information about Form 990 and its instructions is at www.irs.gov/exempt.

### Part I Summary

1. **Briefly describe the organization's mission or most significant activities:**
   - **EMPOWER CHILDREN, ADOLESCENTS, FAMILIES, AND COMMUNITIES TO REACH THEIR POTENTIAL.**

2. **Check this box □ if the organization discontinued its operations or disposed of more than 25% of its net assets.**

3. **Number of voting members of the governing body (Part VI, line 1a):**
   - 3

4. **Number of independent voting members of the governing body (Part VI, line 1b):**
   - 4

5. **Total number of individuals employed in calendar year 2014 (Part V, line 2a):**
   - 225

6. **Total number of volunteers (estimate if necessary):**
   - 6

7. **Total unrelated business revenue from Form 990-T, line 34:**
   - 0

### Activities & Governance

8. **Contribution and grants (Part VIII, line 1a):**
   - Prior Year: 6,935,079.00
   - Current Year: 7,754,195.00

9. **Program service revenue (Part VIII, line 2a):**
   - 3,507,699.00
   - 3,518,841.00

10. **Investment income (Part VIII, column (A), lines 3, 4, and 7d):**
    - 850,557.00
    - 600,229.00

11. **Other revenue (Part VIII, column (A), lines 5d, 6d, 8c, 9c, 10c, and 11e):**
    - 957,980.00
    - 1,034,147.00

12. **Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12):**
    - 12,255,083.00
    - 12,906,812.00

13. **Grants and similar amounts paid (Part IX, column (A), lines 1-3):**
    - 8,586,335.00
    - 8,980,427.00

14. **Benefits paid to or for members (Part IX, column (A), line 4):**
    - 0.00
    - 0.00

15. **Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10):**
    - 0.00
    - 0.00

16a. **Professional fundraising fees (Part IX, column (A), line 11a):**
    - 0.00

16b. **Total fundraising expenses (Part IX, column (B), line 25):**
    - 705,018.00

17a. **Other expenses (Part IX, column (A), lines 11b-11c, 11d-11e, 11f-11g):**
    - 3,518,212.00
    - 4,095,942.00

17b. **Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25):**
    - 12,104,537.00
    - 13,076,369.00

18. **Revenue less expenses. Subtract line 18 from line 12:**
    - 151,546.00
    - 169,557.00

### Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Signature of Officer**

**THOMAS ASHFORTH, CHAIRMAN**

**Date**

**2/12/2016**

**Preparer's Name**

**HAIMS, BUZZEO & CO., P.C.**

**Preparer's Signature**

**P00966355**

**Firm's Name**

**HAIMS, BUZZEO & COMPANY, P.C.**

**Firm's EIN**

**06-1135365**

**Firm's Address**

**566 SUMMER STREET, STAMFORD, CT 06901**

**Phone No.**

**(203) 324-5117**

May the IRS disclose this return with the preparer shown above? (see instructions)**

**X Yes No**
Nondiscrimination Certification

This is to certify that __________________________ does not discriminate against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual disabilities, sexual orientation, or physical disability including, but not limited to, blindness, in the provision of services related to the program(s) listed below which are under consideration by the Board of Representatives for transmittal to the State of Connecticut Department of Revenue Services for inclusion in the Neighborhood Assistance Act of 2016:

_________________________
The Den for Grieving Kids

_________________________
Friendly Connections

_________________________
Head Start

_________________________
Early Care and Education

_________________________
Signature

_________________________
Robert M. Arnold
Printed Name and Title

_________________________
Family Centers Inc
Organization

_________________________
4/29/16
Date
Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Family Centers Inc

Address: 40 Arch Street Greenwich, CT 06830

Federal Employer Identification Number: 06-0646656

Program title: Friendly Connections

Name of contact person: Caroline Walcott

Telephone number: (203) 324-3167

Email address: Cwalcott@familycenters.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $100,000.00

Credit percentage for which your organization is applying:

☐ 60%  □ 100%  (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☐ Yes  □ No

If Yes, attach a copy of the first page of your most recent return.
If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Program serving low-income persons; [x]
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify ________________________________

Part II — Program Information

Description of program: ____________________________________________________________

Friendly Connections promotes and encourages lifelong learning, socialization and support to the senior adult community through an array of outreach services, including home companionship, individual counseling, information and referral services, and support groups and teleconferencing courses. Friendly Connections helps seniors stay socially connected with the community and mentally stimulated in areas of interest.

Need for program: ________________________________________________________________

Many senior adults struggle with chronic illness and isolation issues. Transportation to a senior center, library or recreational facility is a hurdle for some as it entails additional fees or risk of injuries, especially during the winter months. In order to meet the needs of this population, the Friendly Connections Program provides telephone based groups and classes along with home-based outreach services (in the form of friendly companionship visits and reassurance telephone calls). This ongoing outreach encourages lifelong learning.

Neighborhood area to be served: ______________________________________________________

Greenwich, Stamford

Total number of recipients: 300

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Carole Elias

   Address: 60 Palmers Hill Stamford, CT 06902

   Duties and responsibilities: Program administration and oversight management

2. Name: Caroline Walcott

   Address: 60 Palmers Hill Stamford, CT 06902

   Duties and responsibilities: Direct Service Supervision
Timetable:

Program start date: 7/1/2016
Program completion date: 8/30/2017

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: June
Method of accounting: [X] Accrual

Part III — Financial Information

Program Budget:
Complete in full. Expenditures must equal or exceed total funding,

Sources of Revenue:

NAA funds requested $100,000.00
Other funding sources - itemized sources:
  a) Grants Government $7,375.00
  b) Community Funds & United Way $15,000.00
  c) Sales of Service $6,350.00
  d) Other $87,358.00

Total Funding: $116,083.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:
  a) Salaries, benefits, Payroll taxes $92,651.00
  b) Professional fees $3,402.00
  c) other $30,030.00
  d)

Administrative expenses:
Professional fund-raising fees
Accounting/legal & other expenses - itemized:
  a)
  b)
  c)
  d)

Total Proposed Expenditures: $116,083.00
Part IV — Municipal Information
To be completed by the municipal agency overseeing implementation of the program

<table>
<thead>
<tr>
<th>Name of municipal agency overseeing implementation of the program:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF GREENWICH, CT</td>
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<table>
<thead>
<tr>
<th>Mailing address:</th>
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<tbody>
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<td>101 FIELD POINT ROAD, GREENWICH, CT 06830</td>
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</tbody>
</table>

<table>
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<tr>
<th>Name of municipal liaison:</th>
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</thead>
<tbody>
<tr>
<td>PRINCESS A. ERFE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone number:</th>
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<tbody>
<tr>
<td>203-622-3791</td>
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</table>

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</table>

<table>
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<th>Email address:</th>
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<tbody>
<tr>
<td><a href="mailto:perfe@greenwichcl.org">perfe@greenwichcl.org</a></td>
</tr>
</tbody>
</table>

---

**Post-Project Review**

Is a post-project review required for this proposal?

- [ ] Yes
- [ ] No

If Yes, date post-project review due:

___________ Date

---
## Part I. Summary

1. **Briefly describe the organization’s mission or most significant activities:** EMPOWER CHILDREN, ADULTS, FAMILIES, AND COMMUNITIES TO REACH THEIR POTENTIAL.

2. **Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.**

3. **Number of voting members of the governing body (Part VI, line 1a):** 3

4. **Number of independent voting members of the governing body (Part VI, line 1b):** 4

5. **Total number of individuals employed in calendar year 2014 (Part V, line 2a):** 5

6. **Total number of volunteers (estimate if necessary):** 0

7. **Total unrelated business revenue from Part VIII, column (C), line 12:** 7a. 0

8. **Net unrelated business taxable income from Form 990-T, line 34:** 7b. 0

### Revenue

- **Contributions and grants (Part VIII, line 1h):** 6,933,675.00
- **Program service revenue (Part VIII, line 2g):** 3,507,781.00
- **Investment income (Part VIII, column A, lines 3, 4, and 7d):** 857,547.00
- **Other revenue (Part VIII, column A, lines 5, 6d, 6e, 9c, 10c, and 11c):** 957,080.00
- **Total revenue - add lines 6 through 11 (must equal Part VIII, column A, line 12):** 12,255,083.00

### Expenses

- **Grants and similar amounts paid (Part IX, column A, lines 1-9):** 0.00
- **Benefits paid to or for members (Part IX, column A, line 4):** 0.00
- **Salaries, other compensation, employee benefits (Part IX, column A, lines 5-10):** 8,586,325.00
- **16a Professional fundraising fees (Part IX, column A, line 11):** 0.00
- **Total fundraising expenses (Part IX, column B, line 25):** 705,018.00
- **Other expenses (Part IX, column A, lines 11a-11d, 11f-24e):** 3,518,212.00
- **Total expenses. Add lines 13-17 (must equal Part IX, column A, line 25):** 12,104,537.00
- **Revenue less expenses:** 151,546.00

### Net Assets of the Organization

- **Beginning of current year:** 17,448,422.00
- **End of current year:** 16,473,707.00

## Part II. Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on information of which preparer has any knowledge.

**Sign Here**

**THOMAS ASHFORTH, CHAIRMAN**

**Date:** 3/12/2016

**Type of print name and title:**

**Preparer’s name:**

**Preparer’s signature:**

**Date:**

**Paid weekly**: $0

**Use Only**

**Preparer’s EIN:** 00-966355

**Firm’s address:** 668 SUMMER STREET

**STAMFORD, CT 06901**

**Phone no.:** (203) 324-5117

**May the IRS discuss this return with the preparer shown above?** (see instructions)

**Yes** [ ] **No** [X]

**LHA**

For Paperwork Reduction Act Notice, see the separate instructions.
NONDISCRIMINATION CERTIFICATION

This is to certify that Family Centers Inc does not discriminate against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual disabilities, sexual orientation, or physical disability including, but not limited to, blindness, in the provision of services related to the program(s) listed below which are under consideration by the Board of Representatives for transmittal to the State of Connecticut Department of Revenue Services for inclusion in the Neighborhood Assistance Act of 2016:

The Den for Grieving Kids

Friendly Connections

Head Start

Early Care and Education

__________________________
Signature

Robert M. Arnold
Printed Name and Title

Family Centers Inc
Organization

4/29/16
Date
Municipality: Greenwich

Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form must be completed and submitted to your municipality for approval. All items must be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. Do not submit this form directly to the Department of Revenue Services.

Part I — General Information

Name of tax exempt organization/municipal agency: Family Centers Inc

Address: 40 Arch Street Greenwich, CT 06830

Federal Employer Identification Number: 06-0646866

Program title: Early Childhood and Education

Name of contact person: Megan Sweeney

Telephone number: (203) 669-4848

Email address: Msweeney@familycenters.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $150,000.00

Credit percentage for which your organization is applying:

[ ] 60% [ ] 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

[ ] Yes [ ] No

If Yes, attach a copy of the first page of your most recent return.
If No, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.
Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify ________________

**Part II — Program Information**

Description of program:

Family Centers’ ECE and Head Start programs provide a high quality, accredited, full day, year round program for the very young child, as well as opportunities for engagement for all families enrolled in the program.

Need for program:

Child care is often the single largest expense for families with young children, and families are often not able to find high quality, affordable options for their child while they work. This is especially true for families who have earnings that exceed the Federal Poverty level, but fall short of a basic cost of living threshold. Over the years, Family Centers’ Early Care and Education (ECE) program has seen an increase in the number of families who need significant levels of scholarship in order for their child to attend our preschools.

Neighborhood area to be served:

Greenwich

Total number of recipients: 501

**Administration of Program:**

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Carole Elias
   
   Address: 60 Paimers Hill Stamford, CT 06902
   
   Duties and responsibilities: Program administration and oversight management

2. Name: Megan Sweeney
   
   Address: 40 Arch Street Greenwich, CT 06830
   
   Duties and responsibilities: Direct Service Supervision
**Timetable:**

Program start date: 7/1/2016

Program completion date: 6/30/2017

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Month your annual accounting period ends: June

Method of accounting: [ ] Cash [X] Accrual

**Part III — Financial Information**

**Program Budget:**
Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAA funds requested</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Other funding sources - itemized sources:</td>
<td></td>
</tr>
<tr>
<td>a) Grants Government &amp; Foundation &amp; United Way/community</td>
<td>$1,369,745.00</td>
</tr>
<tr>
<td>b) Contributions/ Special Events</td>
<td>$552,813.00</td>
</tr>
<tr>
<td>c) Program Service Fees</td>
<td>$1,708,000.00</td>
</tr>
<tr>
<td>d) Miscellaneous Revenue</td>
<td>$54,174.00</td>
</tr>
</tbody>
</table>

**Total Funding:**

$3,684,732.00

**Proposed Program Expenditures:**

**Direct operating expenses - itemized description:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Salaries, benefits, Payroll taxes</td>
<td>$2,832,316.00</td>
</tr>
<tr>
<td>b) Supplies</td>
<td>$263,192.00</td>
</tr>
<tr>
<td>c) Occupancy</td>
<td>$193,595.00</td>
</tr>
<tr>
<td>d) other</td>
<td>$228,583.00</td>
</tr>
</tbody>
</table>

**Administrative expenses:**

Professional fund-raising fees

$146,046.00

**Accounting/legal & other expenses - itemized:**

a) 

b) 

c) 

d) 

**Total Proposed Expenditures:**

$3,684,732.00
Part IV — Municipal Information
To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: ____________________________
TOWN OF GREENWICH, CT

Mailing address: ________________________________________________________________
101 FIELD POINT ROAD, GREENWICH, CT 06830

Name of municipal liaison: PRINCESS A. ERFE

Telephone number: 203-622-3791
Fax number: 203-861-6149
Email address: perfe@greenwichct.org

Post-Project Review

Is a post-project review required for this proposal?

☐ Yes  ☐ No

If Yes, date post-project review due:

__________________________  Date
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.

For the 2014 calendar year, or tax year beginning JUL 1, 2014 and ending JUN 30, 2015

B Check if applicable

C Name of organization

FAMILY CENTERS INC.

D Employer identification number

06-0646656

E Telephone number

(203) 869-4848

G Jurisdiction

13,662,821

H(a) Is this a group return for subordinates? Yes

H(b) Are subordinates included? Yes

J Tax-exempt status

501(c)(3)

4947(a)(1)

K Website

www.familiycenters.org

L Year of formation

1995

M State of legal domicile

CT

Part I

Summary

1 Briefly describe the organization's mission or most significant activities: EMPOWER CHILDREN, ADULTS, FAMILIES, AND COMMUNITIES TO REACH THEIR POTENTIAL.

2 Check this box □ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)

46

4 Number of independent voting members of the governing body (Part VI, line 1b)

46

5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)

225

6 Total number of volunteers (estimate if necessary)

6

7a Total unrelated business revenue from Part VIII, column (C), line 12

7b Net unrelated business taxable income from Form 990-T, line 34

8 Revenue

Prior Year

Current Year

6,933,875

7,754,195

9 Program service revenue (Part V, line 2g)

3,507,781

3,518,241

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

857,547

600,229

11 Other revenue (Part VIII, column (A), lines 5, 6d, 6c, 6e, 10c, and 11e)

957,080

1,034,147

12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)

12,255,093

12,906,582

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)

0

0

14 Benefits paid to or for members (Part IX, column (A), line 4)

0

0

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)

8,586,325

8,980,427

16a Professional fundraising fees (Part IX, column (A), line 11a)

0

0

16b Total fundraising expenses (Part IX, column (D), line 25)

705,018

0

17 Other expenses (Part IX, column (A), lines 11a-11d, 12d-24e)

3,518,212

4,095,942

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 23)

12,104,537

13,076,369

19 Revenue less expenses. Subtract line 18 from line 12

151,556

-169,557

Part II

Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer other than officer is based on all information of which preparer has any knowledge.

Sign Here

THOMAS ASHPORTH, CHAIRMAN

Date

3/12/2016

Type or print name and title

Print/Type preparer's name

HAIMS, BUZZO & CO. P.C.

Preparer's signature

Preparer's EIN

00966355

Paid

Preparer

Use Only

Firm's name

HAIMS, BUZZO & COMPANY, P.C.

Firm's address

565 SUMMER STREET

STAMFORD, CT 06901

Phone no.

(203) 324-5117

Paid Preparer

Fax 4221 3-27-14 LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2014)
NONDISCRIMINATION CERTIFICATION

This is to certify that ______ Family Centers Inc _______ does not discriminate
(Name of Organization)
against any person or group of persons on the grounds of race, color, religious creed, age, marital
status, national origin, ancestry, sex, intellectual disabilities, sexual orientation, or physical
disability including, but not limited to, blindness, in the provision of services related to the
program(s) listed below which are under consideration by the Board of Representatives for
transmittal to the State of Connecticut Department of Revenue Services for inclusion in the
Neighborhood Assistance Act of 2016:

________________________________________
The Den for Grieving Kids

________________________________________
Friendly Connections

________________________________________
Head Start

________________________________________
Early Care and Education

________________________________________

Signature

Robert M. Arnold
Printed Name and Title

Family Centers Inc
Organization

4/29/16
Date
ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT
(An Equal Opportunity Employer)
AND
TOWN OF GREENWICH AND BRUCE MUSEUM, INC.

RE: Bruce Museum Renovation Project

This ASSISTANCE AGREEMENT (the "Agreement") is made and entered into by and
between the STATE OF CONNECTICUT, (hereinafter the "State"), acting herein by Catherine
H. Smith, its Commissioner of Economic and Community Development (hereinafter the
"Commissioner"), pursuant to P A 07-7, JSS, Sec. 13 (c)(2) and THE TOWN OF GREENWICH
(hereinafter the "Applicant") acting herein by Peter J. Tesei, its duly authorized
First Selectman and THE BRUCE MUSEUM, INC. (hereinafter "Contractor") acting herein by
Peter C. Sutton, its duly authorized Executive Director.

WITNESSETH:

WHEREAS, the governing body of the Applicant with the assistance of the Contractor has
submitted to the State a series of documents, including an acceptance letter in response to a
proposal submitted to it by the Commissioner dated March 1, 2013 (the "Commissioner’s
Proposal"), an Application for Financial Assistance, a resolution from the Applicant’s appropriate
organizational body authorizing the Applicant to submit said Application, a Project Financing Plan
and Budget, and exhibits, if any, and has caused to have submitted an Opinion of Counsel and
other documents (all, together with all other documents and agreements executed by the Applicant
in connection with this Agreement, hereinafter the "Project Documents") for a project entitled
Bruce Museum Science Galleries Renovation Project (hereinafter the "Project") and has
represented to the State that it can rely upon the information within the Project Documents as
being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by
the Applicant, the State has approved funding for the Project; and

WHEREAS, the State and the Applicant and the Contractor desire to define the terms and
conditions upon which such financial assistance will be made available to the Applicant and the
Contractor.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of
the mutual benefits to be gained by the performance thereof, the State and the Applicant and the
Contractor hereby agree as follows:
ARTICLE 1 - STATE OBLIGATIONS

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits and in reliance upon the facts and representations set forth in the Project Documents, to provide financial assistance to the Applicant and the Contractor for the Project in the form of a grant in an amount not to exceed SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (hereinafter, the "Funding").

ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant and the Contractor represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1. Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut. The Contractor is a not-for-profit Connecticut corporation organized and existing for the purposes of promoting and carrying out activities for the benefit and welfare of the Bruce Museum and Applicant, to administer, supervise, manage and operate the Bruce Museum for such purposes under Section 81a of the Applicant’s Charter. Further, the Contractor will preserve and maintain its existence as a Connecticut not-for-profit corporation duly organized existing and in good standing under the laws of Connecticut.

2.2. Ability to Conduct Business. The Applicant and the Contractor has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of their business as now being conducted by them, and they are not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant and the Contractor are not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which they are a party cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3. Authorization to Enter Into and Execute Project Documents. The execution and delivery of the Project Documents and this Assistance Agreement by the Applicant and the Contractor, and the performance of their obligations thereunder are within their power, have been duly authorized by all necessary action on their part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws including their charter or of the provisions of any indenture, agreement, or undertaking to which they, their principals or employees are parties or by which they are bound.

2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant and the Contractor of the Project Documents. The Applicant and the Contractor agrees
that nothing in the Agreement relieves them from any obligation under law to obtain any such license, consent, or approval.

2.5 Agreement to Undertake Project. The Applicant and the Contractor agrees to undertake and complete the Project as described in the Commissioner's Proposal.

2.6 Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's and the Contractor's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Applicant's and the Contractor's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant and the Contractor are not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's and the Contractor's ability to discharge its obligations under the Project Documents. In addition, the Applicant and the Contractor are not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant and the Contractor are a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant or the Contractor.

(C) Instances of Default. No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing, and the Applicant and the Contractor has no knowledge of any currently existing fact or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7 Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant or the Contractor since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant and the Contractor at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant and the Contractor in connection with the Funding do not contain any untrue statement of material fact and do not
omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) **Other Facts.** There is no fact which the Applicant or the Contractor has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as Exhibit A, which materially and adversely affects or, as far as the Applicant and the Contractor can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant or the Contractor. Further, the Applicant and the Contractor will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant or the Contractor.

2.8. **Use of State Funding.** The Funding shall be used for the Project as set forth in the Commissioner’s Proposal and in accordance with the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.

(A) **Additional Costs Above Funding.** Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of the Applicant and the Contractor and shall not be covered by the Funding. The Applicant and the Contractor shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget.

(B) **Budget.** The Project Financing Plan and Budget most recently approved by the Commissioner, Applicant and the Contractor shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant and the Contractor if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.

2.9. **Payment of Other Obligations.** The Applicant and the Contractor will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant and the Contractor in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant and the Contractor’s title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant to the fullest extent permitted by law and the Contractor also agrees to pay all taxes or duties levied or assessed upon said sum against the State or the obligation evidenced hereby and to pay all costs, expenses, and attorneys’ reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Event of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.
2.10. **Compliance with Laws, Regulations, Rules, and Executive Orders.** In the administration and execution of the Project, the Applicant and the Contractor shall comply with all pertinent provisions of local, State and Federal law applicable to it and/or its properties and/or its business, and maintain its property in good repair. Failure to do so shall constitute an instance of Default by the Applicant and the Contractor under this Agreement. The Applicant and the Contractor agrees to provide each labor union or representative of workers with which such Applicant and the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Applicant and the Contractor have a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Applicant's and the Contractor's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, the Applicant and the Contractor agrees to the following:

(A) For the purposes of subsection (B) of this section 2.10, the following terms are defined as follows:

1. “Commission” means the Commission on Human Rights and Opportunities;
2. “Contract” and “contract” means the Agreement and any extension or modification of the Agreement;
3. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
4. “Gender identity or expression” means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
5. “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. “Marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
8. “Mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's
“Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

9. “Minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9f; and

10. “Public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this section 2.10, the terms “Contract” and “contract” do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

(B) (1) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to insure that applicant and the Contractors with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (c) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the contractor's
commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-58e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-55, 46a-58e and 46a-68f; and (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(4) The contractor shall include the provisions of subsection (1) of this section 2.10(3) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(5) The contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(6) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining
Agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(7) The contractor shall include the provisions of the foregoing subsection (6) of this section 2.10(b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(C) Executive Order No. Three. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Applicant and the Contractor agrees as part consideration hereof, that this Agreement is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(D) Executive Order No. Sixteen. This Agreement is subject to, and Applicant and the Contractor hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.
Executive Order No. Seventeen. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(F) Environmental Laws.

(1) The Applicant to the fullest extent permitted by law and the Contractor to the extent that the hazardous waste was caused by it or its contractors hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste in connection with the Project, or any lien or claim under Conn. Gen. Stat. section 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, which indemnity shall survive repayment in full of the Funding, and termination and/or release of the Project Documents.

(2) Disbursement of State funds may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of Project activities. If Project analysis and review under the provisions of CEPA is necessary, then DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the Project. Said firm shall work at the direction of the DECD in assessing the Project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

(3) As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real estate subject to Project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD.

If the Applicant and the Contractor and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

2.11. Conflict of Interest. The Applicant and the Contractor will adopt and enforce measures appropriate to assure that no member of the Applicant’s and the Contractor’s governing
bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.12. Notification of Instance of Default by Applicant and the Contractor. The Applicant and the Contractor shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant and the Contractor or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.13. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant and the Contractor or any Guarantor pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Applicant and the Contractor are a party, when delivered, will be legal, valid, and binding obligations of the Applicant and the Contractor, enforceable against it in accordance with their respective terms.

2.14. Indemnification. The Applicant to the fullest extent permitted by law and the Contractor shall and hereby agrees to indemnify, defend, and hold State, and its agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by the Applicant and the Contractor of the terms, conditions, and covenants of this Agreement or in connection with the Project.

2.15. Use Restriction. The Applicant and the Contractor represents and agrees that the Applicant’s and the Contractor’s property located at 1 Museum Drive, Greenwich, CT is located within Bruce Park which has a deed restriction that said property shall be used for the purposes of a public park and that the existing building be used as a museum in perpetuity.

ARTICLE 3 - PROJECT ADMINISTRATION

3.1. Records. The Applicant and the Contractor shall maintain records in a complete, businesslike manner, including full, accurate and current minutes and records of the Project in a form satisfactory to the Commissioner. The Applicant and the Contractor will furnish to the Commissioner or his designee, at such times as the Commissioner shall determine, any document, data, and information relating to the Project in possession of the Applicant and the Contractor which is requested by the Commissioner. The Commissioner, or his designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during
normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Applicant and the Contractor, or to make inspection of any physical location of the Applicant and the Contractor. The Applicant and the Contractor shall aid and cooperate with any such inspection.

3.2 Payment to Applicant and the Contractor. In order to permit the State to make payment to the Applicant and the Contractor with respect of the Funding, the Applicant and the Contractor agrees as follows:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House ("ACH") (EFT) Program. Upon the execution of this Agreement, the Applicant and the Contractor shall provide current, verifiable bank account information for accounts with Applicant and the Contractor’s bank to the Office of the State Comptroller ("OSC") by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, available at http://www.osc.ct.gov/spc/eftprogram/index.html, and such additional information as the OSC may require.

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the "Account"), the Applicant and the Contractor shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant and the Contractor will be made based upon said requisition forms.

(C) Preagreement Costs. Unless authorized by the Commissioner in writing, no costs incurred prior to August 4, 2008 are eligible for payment from the Funding.

3.3. Insurance. Intentionally Omitted

3.4. Personal Service Contracts. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant and the Contractor who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant and the Contractor shall, upon request, provide the Commissioner with copies of all such contracts.

3.5. Inspections. The Commissioner shall from time to time, in his discretion, during regular business hours, have the right of making an inspection of the Applicant’s and the Contractor’s Property that is subject to any restriction under Section 2.14 of this Agreement, and the Applicant and the Contractor shall assist the Commissioner in said inspection and shall make available such books and other records as the Commissioner may reasonably request.

3.6. Audit. Each Applicant and the Contractor subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at http://www.ct.gov/ecd/5wp/view.asp?s=1056&n=249876, and the requirements established by federal law and state statute. All Applicants and the Contractors
not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

3.7. Repayment to State Based Upon Audit. In the event that an audit referred to in section 3.6 above demonstrates that the actual expenditures made by the Applicant and the Contractor in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant and the Contractor to the State. Upon repayment by the Applicant and the Contractor of such excess amount of the Funding which has been disbursed to the Applicant and the Contractor, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant and the Contractor.

3.8. Reports. The Applicant and the Contractor shall furnish upon request to the State within ninety (90) days of the end of each of the Applicant’s and the Contractor’s fiscal year(s) for each year that this Agreement remains in effect, or earlier as determined by the Commissioner, such financial and other information that the Commissioner may require at his discretion.

3.9 Semi-Annual Project Financial Statements. The Applicant and the Contractor shall provide a semi-annual unaudited Balance Sheet and cumulative Statement of Program Cost to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670. This Information will be required to be provided within 30 days after June 30th and December 31st until the expiration date of the Project Financing Plan and Budget, as may be amended from time to time.

ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an “Instance of Default”):

(A) Breach of Agreement. If the Applicant or Contractor fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant or Contractor abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. If any representation or warranty made by the Applicant or Contractor or caused to be made for the Applicant or Contractor in any of the Project Documents prove at any time to be incorrect in any material respect.
(C) Receivership or Bankruptcy. If the Applicant or Contractor shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant or the Contractor for the purpose of effecting any of the foregoing.

(D) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant or the Contractor.

(E) Lack of Adequate Security. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's or the Contractor's business, or which materially affects the financial condition or business operations of Applicant or the Contractor. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's or the Contractor's property.

(F) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

4.2. Events in Instances of Default.

(A) Notice of Default. If the Applicant or the Contractor defaults or shall commit or allow any breach of the Applicant's or the Contractor's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an instance of Default, hereunder, the Commissioner shall notify the Applicant and the Contractor of the default in writing ("Notice of Default").

(B) Opportunity to Cure. Upon the occurrence of an Instance of Default, the Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Applicant, Applicant and the Contractor thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:
(1) To suspend all further payments by the State to the Applicant and the Contractor until such noncompliance is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant and the Contractor or any Guarantor in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant and the Contractor hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant or the Contractor because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant and the Contractor agrees that all expenditures incurred by State under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

**ARTICLE 5 - MISCELLANEOUS PROVISIONS**

5.1. **Nonwaiver.** If the State does not exercise, or delays in exercising, or exercises in part any of the State’s rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition. Nothing in this Agreement may be construed as a waiver or limitation by the Commissioner of the State’s sovereign immunity.

5.2. **Severance.** If any court determines any provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.
5.3. Agreement Date. This Agreement shall become effective as of the date of its approval by the Attorney General of the State of Connecticut or his designee.

5.4. Originals. This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

5.5. Multiple Applicant and Contractor obligations. The joint Applicant and Contractor (if there is more than one Applicant, the obligations hereunder and under the Project Documents, shall be joint and several.

5.6. Notices. Any notice to the Applicant or the Contractor pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant and the Contractor, or at such other address as the Applicant and the Contractor shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at Town hall, 101 Field point Road, Greenwich, CT 06830 or at such other address as may be provided above and to the Contractor at 1 Museum Drive, Greenwich, Connecticut 06830. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner at 505 Hudson Street, Hartford, CT 06106. Any notice served upon the State, Department, or Commissioner under this Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.

5.7. Waivers by Applicant and the Contractor. The Applicant and the Contractor and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability hereon and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Gender, Number and Captions. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and, captions for sections are included only for reference and do not modify or effect the terms, conditions and provisions of any document, agreement or instrument.

5.9. Modification. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto. In the event that the Applicant and the Contractor seeks modification in the form of a consent or a subordination to financing required by the Applicant and the Contractor in their normal course of business, the Applicant and the Contractor shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant and the Contractor
shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant and the Contractor shall execute and deliver or cause to be executed and delivered such further documents and instruments as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant and the Contractor will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant and the Contractor. The Applicant and the Contractor shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.11. Assignment. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Applicant and the Contractor without the written consent of the Commissioner. Any assignment made without the written consent of the Commissioner shall be void and of no force or effect.

5.12. Survival of Representations. For the purposes of this Agreement, the term “Applicant and the Contractor” shall mean and include any successor or assigns of Applicant and the Contractor including any representative of Applicant and the Contractor under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant and the Contractor in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) ten (10) years after receipt of the last installment of the Funding; or (ii) repayment in full of the Funding. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant and the Contractor have or has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Commissioner.

5.13. Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.14. Third Parties. This Agreement is between the State and the Applicant and the Contractor only and shall not be relied upon by any third party. Without limiting the foregoing, the State shall have no liability to any party whatsoever (including, without limitation, the Applicant and the Contractor, any Guarantor or anyone conducting business with any of the foregoing) in the event the State, for any reason at any time, determines not to advance the
Funding or any portion thereof for any reason or otherwise exercises its rights under this Agreement or any other Project Documents.

5.15. **Governing Laws.** The laws of the State of Connecticut shall govern this Agreement and the Project Documents.

5.16. **Jurisdiction.** The Applicant and the Contractor agrees that the execution of the Agreement and the other Project Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs, and the Applicant and the Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his successors or assigns may commence hereunder or thereunder. Accordingly, the Applicant and the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other Project Documents or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

**ARTICLE 6 - SPECIAL CONDITIONS**

6.1. **Construction Compliance.**

(a) DECD requires submission of project design documents, specifications, construction bid documents and cost estimates for the Project as outlined in Schedule A attached. All submissions are subject to review, comment, and/or approval by the DECD’s Office of Financial Review and Special Projects /or the DECD Commissioner.

(b) The Applicant and the Contractor shall submit for review and comment the following construction-related documents: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) updated list of project contractors; f) schedule of values; g) payment requisitions and change orders.

(c) DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

6.2. **Administrative and Project Monitoring Plan.** The Applicant and the Contractor shall be required to submit to the DECD a project administration plan, acceptable to the DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Assistance Agreement and as approved in the DECD’s Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the project within the approved Financing Plan and Budget and the appropriate use of State funds. The plan should address how State funds will be disbursed in conjunction and in accordance with all
contractual agreements. The plan should include the process that they will undertake to approve payment requisitions and project construction change orders.

6.3 Termination. This Agreement shall terminate upon the completion of the Project to the reasonable satisfaction of the parties, which, in the absence of any signed memorandum to that effect should be considered the date of the filing of a certificate of occupancy for the Project by the [local building official]. For the term of this Agreement the Applicant and Contractor agree that this Agreement shall be considered an agreement under Greenwich Town Charter Section 81a for the betterment of the Bruce Museum, and that as such it shall continue for the term of this agreement to [insert completion date], which shall continue until the Project is complete.
IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

TOWN OF GREENWICH

By: __________________________
    Name: Peter J. Tesli
    Title: First Selectman
    Duly Authorized

Dated: ________________________

BRUCE MUSEUM, INC.

By: __________________________
    Name: Peter C. Sutton
    Title: Executive Director
    Duly Authorized

Dated: ________________________

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT

By: __________________________
    Name: Catherine H. Smith
    Title: Commissioner
    Duly Authorized

Dated: ________________________

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL

By: __________________________
    Name: ________________________
    Title: ________________________
    Duly Authorized

Dated: ________________________

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EXHIBIT A

[Applicants' and Contractor's Writings]
SCHEDULE A

Schedule of Submissions and Approvals Required for State Assistance

The DEC (Department of Environmental Conservation) will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DEC will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DEC approval:

Submissions to DEC – Start of Project to Construction Completion:
- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil, environmental, geotechnical, and structural)
- CGD 2D-B (Electronic Certification Submission if applicable)
- Appraisal Reports
- Ecological and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Progress Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (must be approved by DEC)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

DEC Site Development Approval: DEC requires on-site and off-site project access on regular basis for review of design and construction developments.

Submissions to DEC – Once Construction is Underway:
- Annual Audit of Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (as built)
- Certificate of Substantial Completion (AIA form G704)
- Contractor’s Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor’s Affidavit of Release of Liens (AIA form G706A)
- Subcontractor’s Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA form G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage, if applicable: (AIA form G707A)
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

91 Days after Certificate of Substantial Completion has been issued, the General Contractor may submit his request for the balance of his Retainage (AIA form G702).
AGREEMENT BETWEEN BRUCE MUSEUM, INC. AND TOWN OF GREENWICH REGARDING BRUCE MUSEUM RENOVATION AND CONSTRUCTION PROJECT

AGREEMENT made, entered into and effective this _____ day of ________, 2016, by and between the Town of Greenwich (hereinafter referred to as the “Town”) having its offices at Town Hall, Greenwich, Connecticut 06830, acting herein by its First Selectman, hereunto duly authorized, and the Bruce Museum, Inc., (hereinafter referred to as “BMI”), a not-for-profit membership corporation organized under the laws of the State of Connecticut, and having its principal offices at the Bruce Museum, One Museum Drive, Greenwich, Connecticut 06830, acting herein by its Executive Director, Peter C. Sutton, hereunto duly authorized.

WHEREAS, pursuant to the Bruce Museum Management Agreement dated January 31, 1992, as the same may be amended from time to time, copy attached hereeto, the Town has designated and appointed BMI exclusively to supervise, manage and operate the Bruce Museum and administer its affairs;

WHEREAS, the Town and BMI are seeking to renovate the existing and construct new exhibition areas, teaching spaces and the science gallery at the Bruce Museum facility.

WHEREAS, the Town has submitted with BMI’s assistance a certain application for Economic Development Financial Assistance and a Project Financing Plan and Budget (hereinafter referred to as the “Application”) in connection with seeking assistance to pay the expenses incurred for the said renovation and construction of the permanent Science Galleries at the Bruce Museum (hereinafter referred to as the “Project”) to the Commissioner of the Department of Economic and Community Development (hereinafter referred to as the “DECD”) for the State of Connecticut;

WHEREAS, the Commissioner of the DECD has accepted the Application and has submitted a proposal for assistance (hereinafter referred to as the “Proposal”);

WHEREAS, BMI has represented to the Town and the State that the Town and the State can rely on BMI to fulfill the obligations in the Application and Proposal;

WHEREAS, the Application and Proposal are hereinafter collectively referred to as the “Project Documents”;

WHEREAS, the Project Documents are incorporated herein by reference and made a part hereof;
WHEREAS, in reliance upon the information submitted by or caused to be submitted by the parties, the State of Connecticut has approved funding for the Project;

WHEREAS, in connection with the Project Documents, the State has required the Town to enter into an agreement entitled "ASSISTANCE AGREEMENT BY AND BETWEEN THE STATE OF CONNECTICUT ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (An Equal Opportunity Employer) AND TOWN OF GREENWICH" and an "ENVIRONMENTAL CERTIFICATE AND INDEMNITY AGREEMENT" together with accompanying Certificate, Affidavit and Escrow Agreement, copies of which are attached hereto as Exhibits A and B and incorporated herein by reference ("hereinafter the "Assistance Agreement" and "Environmental Agreement"); and

WHEREAS, the Town and BMI desire to define the terms and conditions upon which such financial assistance has been sought will be made available and may be used.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the parties hereby agree as follows:

ARTICLE 1 – TOWN OBLIGATIONS

1.1 Financial Assistance. The Town hereby agrees, subject to the terms of the Assistance Agreement, to provide such financial assistance to BMI for the Project as is received from the State in the form of a grant (the "Grant") in the principal amount not to exceed the Grant of Seven Hundred and Fifty Thousand Dollars ($750,000.00) (hereinafter referred to as the "Funding") or the actual amount received for the Grant, as set forth in the most recently approved Project Financing Plan & Budget. If the Grant is less, BMI shall provide the balance of the Project costs.

ARTICLE 2 – BMI WARRANTIES, COVENANTS AND OBLIGATIONS

BMI represents, warrants and covenants for itself as follows, and further covenants that on and after the closing and for so long as this Agreement survives:

2.1. Incorporation. BMI is a not-for-profit membership corporation organized under the laws of the State of Connecticut.

2.2. Ability to Conduct Business. BMI has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business. It is not in violation, nor will the transactions contemplated by the Assistance Agreement
or the Project Documents, cause a violation of the terms or provisions of any such franchise, permit, licence, or similar authorization.

2.3. **Agree to Undertake Project.** BMI agrees to undertake, supervise and complete the Project as described in the Project Documents and to undertake the obligations of the Town in the Assistance Agreement and Environmental Agreement, as such obligations relate to BMI, the Project or the Project Documents.

2.6. **Obstacles to Entering and Executing Project Documents.**

(A) **Existing Suits or Other Actions.** There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to its knowledge, threatened against or affecting the Bruce Museum or BMI, which could or might adversely affect the Project or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or BMI's ability to discharge the Town's obligations under the Project Documents, except as previously disclosed in writing to the DECD Commissioner.

(B) **Default of Existing Orders or Instruments.** BMI is not in default with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or BMI's ability to discharge the Town's obligations under the Project Documents. In addition, BMI is not in default in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions or provisions contained in any agreement or instrument to which it is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on its business, assets, liabilities, financial condition, results of operations or business prospects.

(C) **Instance of Default.** No instance of Default, as defined herein has occurred or is continuing, and BMI has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an instance of Default on behalf of the Town.

2.7. **Material Adverse Change.**

(A) **Financial Condition.** There has been no material adverse change in its financial condition since the date of application for the Funding that has not been previously disclosed in writing to the DECD Commissioner.

(B) **Representations in Documents.** Any and all financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Town and the DECD Commissioner are correct and complete, and fairly present the financial position and result of operations of BMI at the times of and for the periods reflected by such financial statements. Any financial statements or other written statements furnished by BMI in connection with the Funding do not contain any untrue
statement of material fact and do not omit any material fact which omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is no fact which it has not disclosed to the Town or to the DECD Commissioner in writing, which writing, if any, is attached hereto, which materially and adversely affects or, as far as it can reasonably foresee, is reasonably likely to affect materially and adversely BMI’s business, operations, properties, prospects, profits, or condition or the Town’s business, operations, properties, profits or condition. Further, BMI will notify the Town and the DECD Commissioner, in writing, promptly of any material adverse change in its financial condition or business prospects. The Certificate of BMI certifying as to the above matters is attached hereto.

2.8. Use of State Funding. The Funding shall be used by BMI for the Project as contained in the Project Documents. The Funding shall be used for that purpose and no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of BMI and shall not be covered by the Funding. BMI shall as a minimum provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Documents.

(B) Budget. The budget set forth in the Project Documents shall constitute the budget for the Project (the “Budget”). The Budget may be amended by request, if such request is approved in writing by the DECD Commissioner and the Town. Approval by the DECD Commissioner of any revised Budget shall not constitute or imply a revision of the amount of the Funding or approval of an additional appropriation by the Town.

2.9. Payment of Other Obligations. BMI will pay and discharge promptly when due and payable, all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its or Town property, provided that such charges need not be paid while being contested by it in good faith and by appropriate legal proceedings. BMI is responsible for its own legal fees incurred in connection with the Project or arising out of the Project including, but not limited to, attorney’s fees for review of this Agreement and related documents. BMI further agrees to pay all costs, expenses, and reasonable attorney’s fees incurred by the Town and/or the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.
2.10. Compliance with Laws, Regulations, Rules and Executive Orders. In the administration and execution of the Project, BMI shall comply with all pertinent provisions of local, State or Federal law applicable to it and/or its properties and/or its business, and maintain its property in good repair. Failure to do so shall constitute an Instance of Default under this Agreement. BMI agrees to provide each labor union or representative of workers with which BMI has a collective bargaining agreement or other contract or understanding and each vendor with which BMI has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers representative of ("the Contractor") commitments under this Section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, BMI ("the Contractor") agrees to the following:

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" means the Agreement and any extension or modification of the Agreement;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "Gender Identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
5. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
8. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders"; or a record of or regarding a person as having one or more such disorders;

9. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

10. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this section 2.10, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

(B) (1) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to assure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such
disability prevents performance of the work involved; (b) the contractor agrees, in all
solicitations or advertisements for employees placed by or on behalf of the
contractor, to state that it is an "affirmative action-equal opportunity employer" in
accordance with regulations adopted by the Commission; (c) the contractor agrees
to provide each labor union or representative of workers with which the contractor
has a collective bargaining agreement or other contract or understanding and
each vendor with which the contractor has a contract or understanding, a notice to
be provided by the Commission, advising the labor union or workers' representative
of the contractor's commitments under this section and to post copies of the notice
in conspicuous places available to employees and applicants for employment; (d)
the contractor agrees to comply with each provision of this Section and Connecticut
General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order
issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56,
46a-68e and 46a-68f; and (e) the contractor agrees to provide the Commission on
Human Rights and Opportunities with such information requested by the
Commission, and permit access to pertinent books, records and accounts,
concerning the employment practices and procedures of the contractor as relate to
the provisions of this Section and Connecticut General Statutes § 46a-56. If the
contract is a public works contract, the contractor agrees and warrants that he will
make good faith efforts to employ minority business enterprises as subcontractors
and suppliers of materials on such public works projects.

(2) Determination of the contractor's good faith efforts shall include, but shall not
be limited to, the following factors: The contractor's employment and subcontracting
policies, patterns and practices; affirmative advertising, recruitment and training;
technical assistance activities and such other reasonable activities or efforts as the
Commission may prescribe that are designed to ensure the participation of minority
business enterprises in public works projects.

(3) The contractor shall develop and maintain adequate documentation, in a
manner prescribed by the Commission, of its good faith efforts.

(4) The contractor shall include the provisions of subsection (1) of this section
2.10(B) in every subcontract or purchase order entered into in order to fulfill any
obligation of a contract with the State and such provisions shall be binding on a
subcontractor, vendor or manufacturer unless exempted by regulations or orders of the
Commission. The contractor shall take such action with respect to any such
subcontract or purchase order as the Commission may direct as a means of
enforcing such provisions including sanctions for noncompliance in accordance with
Connecticut General Statutes §46a-58; provided if such contractor becomes involved
in, or is threatened with, litigation with a subcontractor or vendor as a result of such
direction by the Commission, the contractor may request the State of Connecticut to
enter into any such litigation or negotiation prior thereto to protect the interests of
the State and the State may so enter.
(5) The contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(6) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-55; and (d) the contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(7) The contractor shall include the provisions of the foregoing subsection (6) of this section 2.10(B) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(C) Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this
Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. BMI agrees as part consideration hereof, that this contact is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(D) Executive Order No. Sixteen. This Agreement is subject to, and Applicant hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(E) Executive Order Number 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(F) Environmental Laws. (1) BMI hereby agrees to indemnify and hold harmless the Town and the State from and against any liabilities, losses, damages, costs, or expenses, including reasonable attorneys fees, arising out of or in connection with the presence of hazardous waste on or in the Site caused by BMI or its contractor including undertaking any indemnity obligations by the Town to the State connected with the Project, or any lien or claim under Conn. Gen. Stat. Sec. 22a-452a, as amended, or other federal, state or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, whether caused or not remedied by BMI or its contractors, which indemnity shall survive completion of the Project and termination and/or release of the Project Documents.

(2) Disbursement of State funds may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of Project activities. If Project analysis and review under the provisions of CEPA is necessary, then DECID will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the Project. Said firm shall
work at the direction of the DECO DECD in assessing the Project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

(3) As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real estate subject to Project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECO.

If BMI and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECO DECD.

(G) Taxes. BMI has filed all federal, state, and municipal income and other tax returns which are required to be filed, and has paid, or made provision for the payment of, all taxes which have become due pursuant to said returns, except such taxes, if any, which are being contested in good faith and as to which adequate reserves have been provided.

(H) Relocation. BMI or its successors or assigns shall maintain or cause to be maintained one hundred percent (100%) of the operations of the Bruce Museum ("Bruce Museum") in the State of Connecticut for ten (10) years after receiving the last installment of the assistance provided that the Town extends The Bruce Museum Management Agreement during such period. If the Bruce Museum relocates within the State during the ten (10) year period, BMI shall offer employment at the new location to its employees from the original location if such employment is available. As used in this section "relocate" means the physical transfer of the operation of a business in its entirety, or of any division of a business which independently receives any financial assistance from the State, from the location such business occupied at the time it accepted the financial assistance, to another location.

2.11. Indemnification. BMI shall and hereby agrees to indemnify, defend, and hold the Town and the State, and their agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney’s fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the negligent act or willful misconduct of BMI or in connection with any event of default, performance by BMI of its obligations pursuant to the terms, conditions, and covenants of this Agreement or in connection with the Project.

2.12. Conflict of Interest. BMI will adopt and enforce measures appropriate to assure that no member of its board of directors or other governing body and none of its
officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.13. Notification of Instance of Default. BMI shall notify the Town and the DECD Commissioner promptly of the occurrence of any Instance of Default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which it or its properties are subject and of the actions it intends to take in order to cure such default.

2.14. Business Continuation. So long as the Town continues to designate and appoint BMI exclusively to supervise, manage and operate the Bruce Museum of Arts and Science and administrate its affairs, BMI shall not discontinue its business, be dissolved or otherwise suffer or permit any termination of its corporate existence, or transfer, sell or assign all or a material portion of its properties or assets, or enter into any merger or consolidation with another entity without the written consent of the Town and the DECD Commissioner.

2.15. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on its behalf pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the Town or the State. The Project Documents to which it is a party, when delivered, will be its legal, valid, and binding obligations, enforceable against it in accordance with their respective terms.

ARTICLE 3 - PROJECT ADMINISTRATION

3.1 Records. BMI shall maintain records in a complete, businesslike manner, including full, accurate and current minutes and records of the Project in a form satisfactory to the Town and the DECD Commissioner. BMI will furnish to the Town and/or DECD Commissioner or his designee, at such times as the DECD Commissioner shall determine, any document, data, and information relating to the Project in its possession which is requested by the DECD Commissioner and/or the Town. The Town and the DECD Commissioner, or their representative designees, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers of BMI, or make inspection of any physical location of BMI. BMI shall aid and cooperate with such inspection.

3.2 Payment to Applicant. In order to permit the Town to make payment to BMI with respect to the Funding, BMI agrees as follows:
(A) Requisition form. BMI shall requisition funds on such forms or manner required by the Town in order to receive payments. The Town shall process requisitions so received within a reasonable time.

(B) Documentation. If requested by the Town or the Commissioner, BMI will promptly demonstrate to the satisfaction of the Town or the Commissioner that it has complied with any particular provision of this Article.

(C) Compliance with Internal Revenue Service Regulations. BMI agrees to comply with arbitrage restrictions imposed on the Fund by the Internal Revenue Code of 1986, as amended (hereinafter the "Code").

(D) Preagreement Costs. Unless otherwise authorized, no costs incurred prior to ______________ are eligible for payment from the Funding.

(E) Closing and Transaction Costs. BMI shall be responsible for the payment of all necessary and appropriate costs associated with the transaction, between the State and the Town whether or not a closing takes place, including but not limited to the State's attorneys fees and other such costs incurred by the State or associated with securing the State financial assistance. Such costs may also include reasonable attorneys' fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until BMI has paid the State's legal fees.

3.3. Insurance. In addition to the insurance coverage BMI is required to maintain pursuant to the Bruce Museum Agreement, BMI will maintain fire, extended coverage and other hazard insurance policies (including Flood insurance if within a duly designated Flood Hazard Area as shown on maps prepared by the Department of Housing and Urban Development or its successor), and maintain liability insurance in a form and amount satisfactory to the DECD Commissioner. Liability insurance shall be in an amount not less than $1,000,000 for injury to or death of any one person and $2,000,000 for each occurrence in respect of personal injury or death and $250,000 for each occurrence of property damage. Without limiting or qualifying any other provision hereof or in the Project Documents, all insurance shall be maintained in amounts and manner consistent with the practice and policy of companies engaged in the same or similar businesses in the same or similar locations. Each policy of insurance shall include a clause that it cannot lapse or be canceled or modified except upon at least thirty (30) days prior written notice to the Town and the DECD Commissioner. Each policy of insurance shall be issued by a company licensed to provide such insurance in the State of Connecticut and acceptable to the DECD Commissioner. A certificate evidencing such insurance shall be delivered to the Town and the DECD at the time of the execution of this Agreement. The Town and DECD Commissioner shall be named as an additional insured and/or loss payee on such insurance policies, as applicable.

3.4. Personal Service Contracts. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of BMI who will not receive extra compensation for such service, shall be performed pursuant to a written contract in a form acceptable to the Town and DECD, and BMI
shall, upon request, provide the Town and the DECD Commissioner with copies of all such contracts.

3.5. Inspections. The Town and the DECD Commissioner or their designees shall from time to time, in their discretion, during regular business hours, have the right of making an inspection of the Site, and BMI shall assist in said inspections and shall make available such books and other records as the Town or the DECD Commissioner may reasonably request.

3.6. Audit. Each applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at www.state.ct.us/ecc/accounting, and the requirements established by federal law and state statute. All applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the DECD Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the DECD Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits. The cost of any and all audits shall be paid by BMI.

3.7. Repayment to State Based Upon Audit. In the event that the audit referred to in paragraph 3.6 above demonstrates that the actual expenditures made by BMI in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in Paragraph 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by BMI to the Town and/or the State. Upon repayment by BMI of such excess amount of the Funding which has been disbursed to BMI, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by BMI.

3.8. Semi-Annual Project Financial Statements. BMI shall provide a semi-annual unaudited Balance Sheet and cumulative Statement of Program Cost to the Town and the DECD Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at http://www.state.ct.us/ecc/accounting. This information will be required to be provided within thirty (30) days after June 30th and December 31st until the expiration of the Project Financing Plan and Budget, as may be amended from time to time.

3.9. Reports. BMI shall furnish upon request to the State within ninety (90) days of the end of each of the Applicant’s fiscal year(s) for each year that this Agreement remains in effect, or earlier as determined by the Commissioner, such financial and other information that the Commissioner may require at his discretion.
ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an Instance of Default). The provisions set forth in ¶4.1 (C)(D)(E)(F)(G)(H) and (I) hereof apply at any and all times BMI has the duty to supervise, manage and operate the Bruce Museum and administer its affairs and to the successors in interest of BMI. The provisions set forth in ¶4.1 (A) (B) and (J) apply at any and all times to BMI as continuing obligations and survive the completion of the Project.

(A) Breach of Agreement. An Instance of Default occurs if BMI fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if BMI abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation if any representation or warranty made by BMI or caused to be made for BMI in any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Unpaid Judgments. If a judgment or judgments for the payment of money shall be rendered against BMI and any such judgment shall remain unpaid, unappealed, unbonded, undischarged or undischarged for a period of ninety (90) consecutive days.

(D) Receivership or Bankruptcy. If BMI shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the sanction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken BMI for the purpose of effecting any of the foregoing.

(E) Change in Business Structure. If BMI shall dissolve or liquidate, or be dissolved or liquidated, or cease to legally exist, or merge or consolidate or be merged or consolidated with or into any corporation or entity without the written consent of the Town and the DECD Commissioner.

(F) Condemnation or Seizure. If any Federal state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of BMI or of the Bruce Museum of Arts and Science.

(G) Lack of Adequate Security. The Town and/or the State may, at any time and in good faith, deem themselves to be insecure. For the purposes of this
Agreement, the Town and the State shall be entitled to deem themselves insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of BMI's business or BMI's ability to complete the Project or which materially affects the financial condition or business operations of BMI. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of BMI's property.

(H) Cancellation of Insurance. Failure of BMI to keep in force any insurance required by this Agreement.

(I) Failure to Pay Debts. Failure of BMI, prior to completion of the Project, to pay its debts as such debts become due. Failure of BMI to pay when due and payable the principal of or interest on or any other amount owed with respect to any indebtedness for borrowed money upon which BMI is obligated to make payment, or the maturity of any such indebtedness shall have been accelerated in accordance with the provisions of any agreement or instrument providing for the creation of or concerning such indebtedness, or any event shall have occurred and be continuing after any applicable cure period which would permit any holder or holders of such indebtedness, any trustee or agency acting on behalf of such holder or holders or any other person so to accelerate such maturity shall be considered an Instance of Default.

(J) Violation of Terms in Other Project Documents. The occurrence of an Instance of Default or violation under any of the Project Documents shall constitute a default under this Agreement.

4.2. Events in Instances of Default.

(A) Notice of Default. If BMI defaults or shall commit or allow any breach of their respective covenants, agreements and other obligations under this Agreement, material or otherwise, hereunder, the Town Department of Public Works Superintendent of Building Construction and Maintenance (hereinafter referred to as "Superintendent DPW BCM") shall notify BMI of the default in writing.

(B) Opportunity to Cure. In the instance of a default or breach, the Superintendent DPW BCM may determine that permitting an opportunity to cure a default could jeopardize the Project, or would not be in the best interests of the Town. Under those circumstances, no opportunity to cure need be given and the Superintendent DPW BCM may seek other remedies. Not in any way limiting the preceding right to act without providing the opportunity to cure, the Superintendent DPW BCM may provide thirty (30) days after the Notice of default, or such longer period of time as Superintendent DPW BCM may allow in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Superintendent DPW BCM. If so permitted by the Superintendent DPW BCM, the Town shall afford BMI a reasonable opportunity to cure any such default.
(C) Remedies. The Town and the State, acting by the DECD Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(i) Suspend all further payments by until such noncompliance is cured to the satisfaction of the DECD Commissioner;

(ii) Proceed to enforce the performance or observance of any obligations, agreements, or covenants in this Agreement or the Project Documents;

(iii) Declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, BMI hereby agrees to repay immediately the entire unpaid principal amount of the Funding received with any accrued and unpaid interest, and liquidated damages equal to five percent (5%) of the total amount of the Funding received. However, in the event that BMI is in default under the terms of section 2.10(G) hereinabove, such liquidated damages shall be equal to seven and one-half (7-1/2%) percent of the total amount of the Funding received.

(iv) The right to a writ of mandamus, injunction or similar relief against BMI or any or all of the members of BMI’s governing body, or against the officers, agents or representatives of BMI, because of such default or breach;

(v) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(vi) BMI agrees that the principal of the amount due under this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1. Nonwaiver. If the Town or the State does not exercise, or delays in exercising, or exercises in part any of the rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non exercise, delay or partial exercise be construed as a waiver of full action by the Town or the State or a waiver of any subsequent default or breach of covenant or condition.

5.2. Severance. If any court determines any provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.
5.3. **Agreement Date.** This Agreement shall become effective as of the date of its approval by the Representative Town Meeting.

5.4. **Originals.** This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

5.5. **Multiple Applicants.** [This section omitted.]

5.6. **Notices.** Any notice to BMI pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement with respect to BMI shall be deemed met by any written notice personally served at the principal place of business of BMI at Bruce Museum, Inc., One Museum Drive, Greenwich, Connecticut 06830, Attention: Executive Director, and notice to the Town shall be addressed to the First Selectman, Town Hall, 101 Field Point Road, Greenwich, Connecticut 06830 and the DECD Commissioner at 505 Hudson Street, Hartford, Connecticut 06106. Any notice served upon the Town, the State, Department, or DECD Commissioner under this Agreement or any other Project Document shall be effective only upon receipt.

5.7. **Gender, Number and Captions.** The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and, captions for sections are included only for reference and do not modify or effect the terms, conditions and provisions of any document, agreement or instrument.

5.8. **Modification.** This Agreement may not be modified or amended in any manner except in writing executed by the parties hereto.

5.9. **Provision of Other Documents.** Upon the request of the Town or the DECD Commissioner, BMI shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Town or the DECD Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Town and the DECD Commissioner their rights under the Project Documents.

5.10. **Assignment.** This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by BMI without the written consent of the Town.

5.11. **Survival of Representations.** For the purposes of this Agreement, the term BMI shall mean and include any of its successors or assigns including any representative under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by BMI in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Funding shall be
considered to have been relied upon by the Town and the DECD Commissioner and shall survive until ten (10) years after this Agreement’s date, the end of the grant, or the completion of the Project, whichever occurs later. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties, provided, however, that nothing in this provision shall imply that BMI has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Town and the DECD Commissioner.

5.12. Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.13. Third Parties. This Agreement is between the Town and BMI only and shall not be relied upon by any third party. Without limiting the foregoing, the Town shall have no liability to any party whatsoever (including, without limitation, BMI or anyone conducting business with BMI) in the event the State, for any reason at any time, determines not to advance the Funding or any portion thereof for any reason or otherwise exercises its rights under this Agreement or any other Project Documents.


5.15 Jurisdiction. BMI agrees that the execution of this Agreement and the performance of its obligations hereunder and under the Project Document, shall be deemed to have a Connecticut situs and BMI shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Town or the DECD Commissioner, their successors or assigns may commence hereunder or thereunder. Accordingly, BMI consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other Project Documents or the enforcement thereof in any action initiated by the Town or the DECD Commissioner or which the Town or the DECD Commissioner voluntarily joins as a party.

5.16. Commercial Transaction and Waiver. BMI AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW WITH RESPECT TO ANY REMEDY WHICH THE TOWN OR THIS STATE MAY DESIRE TO USE, AND THE TOWN AND THE DECD COMMISSIONER MAY INVOC ANY PREJUDGMENT REMEDY AVAILABLE TO THEM INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF BMI TO ENFORCE THE PROVISIONS OF THE PROJECT DOCUMENTS, WITHOUT GIVING BMI ANY NOTICE OR
OPPORTUNITY FOR A HEARING. THE AFFIDAVIT OF BMI VERIFYING THE
ABOVE IS ATTACHED.

5.17. **Jury Trial Waiver.** BMI HEREBY WAIVES TRIAL BY JURY IN ANY
COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN
CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF
WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF
ITS RIGHTS AND REMEDIES. BMI ACKNOWLEDGES THAT IT MAKES THIS
WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF
THE RAMIFICATIONS OF THIS WAIVER WITH COUNSEL.

5.18. Acknowledgement of Escrow Agreement. BMI has reviewed the Escrow
Agreement to be entered into by the State of Connecticut and the Town of Greenwich
with regard to the financial assistance to be rendered pursuant to the Application. BMI
acknowledges and agrees that the terms of said Escrow Agreement shall apply to the
Assistance Documents and Financial Assistance proceeds as defined therein.

**ARTICLE 6 - SPECIAL CONDITIONS**

6.1. **Environmental Compliance; Connecticut Environmental Policy Act.**
Disbursement of State funds may be subject to the completion of the appropriate
Connecticut Environmental Policy Act ("CEPA") review of Project activities. If Project
analysis and review under the provisions of CEPA is necessary, DECD will contract a
professional engineering/planning firm experienced in preparing CEPA documents with
funds appropriated to the Project. Said firm shall work at the direction of the DECD in
assessing the Project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and
R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

6.2 **Environmental Condition of Real Property.** As determined by DECD,
environmental site assessments, survey, reports, and remedial action plans will be
prepared for real property subject to Project activities. A professional firm licensed to
practice in the State of Connecticut shall prepare the reports. The scope of the
investigation and report shall conform to the applicable Department of Environmental
Protection laws and regulations, and the applicable American Standards for Testing
Materials document standards. Copies of all reports shall be made available to DECD.
If environmental site assessments have been conducted by BMI and/or other parties for
the subject properties within the Project area, a copy of such documents must be
submitted to DECD.

6.3 **Project Progress Reporting.** BMI shall submit quarterly Project milestone
and progress reports acceptable to the DECD. These reports shall delineate progress
in the area of contractor selection as well as the progress of the feasibility studies with
regard to the scope of work. The first progress report will be due at the time the Town
signs the Commissioner’s Proposal and will include all Project activity from

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reports will be due on a quarterly basis within 30 days of June 30, September 30, December 31, and March 31, until the Project is complete. Upon completion, both of the final reports including the master architectural analysis study and the endowment feasibility report must be submitted to DECD for review.

5.4. Construction Compliance.

(a) DECD requires submission of project design documents, specifications, construction bid documents and cost estimates for the Project as outlined in Schedule A attached. All submissions are subject to review, comment, and/or approval by the DECD's Office of Financial Review and Special Projects for the DECD Commissioner.

(b) BMI shall submit for review and comment the following construction-related documents: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) updated list of project contractors; f) schedule of values; g) payment requisitions and change orders.

(c) DECD requirements for approval of the release of fund for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document 0702) approved by the architect and/or engineer, appropriate invoices, etc.

5.5. Administrative and Project Monitoring Plan. BMI shall be required to submit to the DECD a project administration plan, acceptable to the DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Assistance Agreement and as approved in the DECD's Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the project within the approved Financing Plan and Budget and the appropriate use of State funds. The plan should address how State funds will be disbursed in conjunction and in accordance with all contractual agreements. The plan should include the process that they will undertake to approve payment requisitions and project construction change orders.
IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

TOWN OF GREENWICH

By: __________________________
Peter Tesei
First Selectman
Hereunto Duly Authorized
Date: ________________________

BRUCE MUSEUM, INC.

By: __________________________
Peter C. Sutton
Its Executive Director
Hereunto Duly Authorized
Date: ________________________
ACKNOWLEDGMENT

STATE OF CONNECTICUT  )
COUNTY OF FAIRFIELD    ) ss.: GREENWICH

On this ______ day of ________, 2016 before me personally came Peter Tesei to me known, and known to me to be the First Selectman of the Town Greenwich described in and which executed the within instrument, who being by me duly sworn did depose and say that he is First Selectman of said Town and he executed the same on behalf of said Town.

__________________________________________
Notary Public
ACKNOWLEDGMENT

STATE OF CONNECTICUT    }  
COUNTY OF FAIRFIELD      } ss.: GREENWICH

On this ______ day of ________, 2016 before me personally came Peter C. Sutton, to me known, and known to me to be the Executive Director of Bruce Museum, Inc., described in and which executed the within instrument, who being by me duly sworn did depose and say that he is the Executive Director of said Bruce Museum, Inc., and he executed the same on behalf of said Bruce Museum, Inc.

______________________________
Notary Public
LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
TOWN OF GREENWICH AND BRUCE MUSEUM, INC.
INTERSTATE ROUTE 95
TOWN OF GREENWICH
FILE NO. 060-042-247H

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this ___ day of __, 201__, by and between the State of Connecticut, Department of Transportation ("State"), James Redeker, Commissioner, acting herein by Terrence J. O'Bye, Director of Rights of Way, Bureau of Engineering and Construction duly authorized, and the Town of Greenwich ("Town"), acting therein by Peter Tesei, First Selectman, hereunto duly authorized and the Bruce Museum, Inc. ("BMI") a not-for-profit Connecticut corporation organized and existing for the purposes of promoting and carrying out activities for the benefit and welfare of the Bruce Museum and the Municipality, to administer, supervise, manage and operate the Bruce Museum for such purposes under authority of Municipality Charter Section 5(a) with a mailing address at 1 Museum Drive, Greenwich, Connecticut 06830, acting herein by Peter C. Sutton its Executive Director, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Municipality and BMI the Second Party have requested the use of certain land, hereinafter described ("Premises"), for public motor vehicle parking and landscaping associated with Bruce Park and the Bruce Museum. This is an alternate use on a temporary basis, and

WHEREAS, the State and the Municipality and BMI Second Party acknowledge and agree that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Municipality and BMI Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, the Premises situated in the Town of Greenwich, County of Fairfield, and State of Connecticut, on the Southeasterly side of Interstate Route 95, with appurtenances thereon, if any, containing approximately 14,970 square feet, as shown on a sketch attached hereto, herein referred to as: “EXHIBIT A".
1. The sole purpose of this Agreement is to allow the Municipality and BNI Second-Party to, and the Municipality and BNI Second-Party agrees that they will, use the Premises for public motor vehicle parking and landscaping associated with Bruce Park and the Bruce Museum. This is an alternate use on a temporary basis. Due to the Premises proximity to the State highway, the Municipality and BNI Second-Party agrees that the Municipality and BNI’s obligations to hold harmless and indemnify the State and others as provided in Item 6 of the “Specifications” (referred to and defined in Article 7 hereof), for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Municipality and BNI Second-Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a ten (10) year period of time commencing June 1, 2016, to and including May 31, 2026.

3. There is a one-time Administrative Fee of Five Hundred Dollars ($500) due to help defray the cost of processing this Agreement. Payment shall be made in accordance with Item (26) of the attached “Specifications”.

4. The Municipality and BNI Second-Party—shall have the right to renew this Agreement for two (2) additional ten (10) year periods of time, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by the Parties hereto, by giving the other Party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire. This Agreement shall terminate in the event that BNI shall no longer manage and operate the Bruce Museum, and, in such event the notice and effect provisions of this section shall apply.

6. The Municipality and BNI Second-Party—may, at their option and expense, record a Notice of Lease, in which case, it is mutually understood and agreed by the Parties hereto that when pages 1 thru and including 4 hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the Parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the “Standar Car Renta Specifications & Covenants: Governmental”, dated August 5, 2015 (“Specifications”), which is hereby made an integral part of this Agreement by attachment hereto. Reference in the Specifications to the “Second Party” shall refer to the Municipality and BNI. The Municipality’s obligations shall be to the fullest extent permitted by law and the insurance obligations shall be met by BNI’s insurance up to the Municipality’s self-insured retention (“SIR”) and above that SIR by the Municipality’s insurance.

8. If any improvements are planned to be made to the Premises, the Municipality and BNI Second-Party must obtain an Encroachment Permit in accordance with Item (20) of the Specifications. The Second Party must contact the Special Service Section Chief of the State’s District III Maintenance Office, at (203) 389-3028, to apply for this Permit.
IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES: |
STATE OF CONNECTICUT |
DEPARTMENT OF TRANSPORTATION |
James Redeker, Commissioner |
Name: |
By (Seal) |
Terrence J. Obey |
Director of Rights of Way |
Bureau of Engineering and Construction |
Name: |
Date: |

STATE OF CONNECTICUT } |
COUNTY OF HARTFORD } |
SS: Newington | A.D., 201_ |
Date |

Personally appeared for the State, Terrence J. Obey, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Director of Rights of Way, Bureau of Engineering and Construction, before me.

My Commission Expires: |
| |
Notary Public |

WITNESSES: |
SECOND-PARTY |
TOWN OF GREENWICH |
Name: |
By (Seal) |
Peter Tesse |
First Selectman |
Name: |
Date: |

STATE OF _________ } |
COUNTY OF _________ } |
SS: City/Town | A.D., 201_ |
Date |

Personally appeared for the Town of Greenwich, Second-Party, Peter Tesse, Signer and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed as First Selectman on behalf of the Town of Greenwich, and his free act and deed as First Selectman, before me.

My Commission Expires: |
| |
Notary Public |

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This Agreement is made with the advice and consent of the undersigned in
conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

Secretary
Office of Policy & Management
State of Connecticut

APPROVED:

Attorney General
State of Connecticut