## AGENDA

### 1. Requests for Budget Adjustments

<table>
<thead>
<tr>
<th>Number</th>
<th>Department</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
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<tbody>
<tr>
<td>SE-8</td>
<td>First Selectman</td>
<td>$750,000</td>
<td>Approval to Use DECD Grant – Bruce Museum</td>
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<td>ED-11</td>
<td>BOE</td>
<td>$850,000</td>
<td>Release of Conditions Cardinal Stadium Turf Replacement</td>
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<td>ED-13</td>
<td>BOE</td>
<td>$1,850,000</td>
<td>Release of Conditions New Lebanon School Design</td>
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<td>FD-2</td>
<td>Fire</td>
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### Capital Carry Forward Requests

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<td>FD-3</td>
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<td>PR</td>
<td>Department</td>
<td>Amount</td>
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<td>PR-5</td>
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2. Old Business
   - Further Discussion of FY 2018 Budget Guidelines

3. New Business
   - Review and Approval Bond Resolutions 2016 - 2017

4. Approval of the May 10, 2016 BET Budget Committee Meeting Minutes

5. Adjournment

Next regular meeting scheduled for July 6, 2016 at 5:00 P.M. in the Cone Room

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James Lash
Budget Committee Chairman
The Town of Greenwich was awarded a $750,000 State of CT DECD grant in August of 2008 for The Bruce Museum Inc. (BMI) to assist in financing the renovation of the science gallery. The project did not move forward as the grant award coincided with the downturn in the economy which made fundraising difficult for the total cost of the project budgeted at $810,000. BMI has raised the necessary funds for the project and is ready to start the project. The OFS, Town Attorney’s Office, and BMI have finalized the Assistance Agreement between the Town and DECD, the Pass-Through Agreement between the Town and BMI, and an amendment to the Bruce Museum Management Agreement. The BOS approved these items at their meeting on May 12, 2016. In addition to BET approval, an updated appropriation approval from the June 2007 Call of the RTM will be sought in June 2016.
FIRST AMENDMENT TO BRUCE MUSEUM MANAGEMENT AGREEMENT

This First Amendment to Bruce Museum Management Agreement is made, entered into and effective this ____ day of ________, 2016.

RECITALS:

WHEREAS, the Town of Greenwich (hereinafter referred to as the “Town”) and Bruce Museum, Inc. (hereinafter referred to as “BMI”) entered into a Bruce Museum Management Agreement dated January 31, 1992 attached hereto (hereinafter referred to as the “Management Agreement”) for the operation and management of the Bruce Museum located at One Museum Drive, Greenwich, Connecticut (hereinafter referred to as the “Museum”);

WHEREAS, one of the purposes of the Management Agreement was to permit BMI to construct expansion and improvements to the Museum in accordance with plans that were attached to the Management Agreement (hereinafter referred to as the “Plans”);

WHEREAS, BMI has constructed the expansion and improvements to the Museum in accordance with the Plans;

WHEREAS, the Town, BMI and local legislators have succeeded in obtaining a $750,000 grant from the State of Connecticut Bonding Commission (hereinafter referred to as the “Grant”) to be administered through the State of Connecticut Department of Economic and Community Development (hereinafter referred to as the “DECD”) for further improvements to the Museum;

WHEREAS, BMI has prepared the attached budget for approximately $810,000.00 (hereinafter referred to as the “Budget”) to use the Grant for construction
costs and the renovation of the Museum’s permanent science gallery project at the Museum (hereinafter referred to as the “Renovation and Construction Project”);

WHEREAS, BMI and the Town wish to implement application of the Grant proceeds to pay the costs and expenses represented by the Budget for the Renovation and Construction Project;

WHEREAS, BMI also has reserves and endowments as shown on the attached financial statements and has undertaken a private fund-raising effort that will be committed to the Renovation and Construction Project costs in excess of the Grant;

WHEREAS, the Renovation and Construction Project will take place in the interior portions of the existing Museum building;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to amend the Management Agreement as follows:

1. The definition of “Plans” in the Management Agreement shall be amended to include the Renovation and Construction Project as provided herein and as the same may be modified by the actual building permit and as-built plans approved by the Town Department of Public Works.

2. The responsibility for meeting the Town’s responsibilities and obligations to the DECD in an Assistance Agreement to be entered into between the Town and DECD shall be assumed by a Pass-Through Agreement to be entered into between the DECD, Town and BMI.

3. Any difference between the cost of the Renovation and Construction Project and the Grant shall be borne and paid for by BMI.
4. BMI represents that the area of the Museum building in which the Renovation and Construction Project will take place has previously undergone any environmental remediation that was required. Evidence of same will be provided to the Town Commissioner of Public Works prior to the granting of a building permit. Any further environmental remedial work that is required by DECD, or the State of Connecticut Department of Energy and Environmental Protection ("DEEP") for the Renovation and Construction Project shall be borne by BMI.

5. All construction and engineering contracts entered into by BMI for the Renovation and Construction Project shall contain indemnification and insurance provisions from the Contractor to the Town and State DECD in accordance with the Pass-Through Agreement and procedures approved by the Town Risk Management director.

6. The Terms of the Management Agreement shall be extended for an additional fifteen (15) years commencing on January 31, 2017. The Management Agreement shall be automatically extended for one additional term of ten (10) years, immediately following expiration of the said 15-year term referred to in the immediately preceding sentence, provided that BMI is in compliance with all of its material obligations hereunder.

7. In all other respects except as modified and amended hereby, the Management Agreement shall remain in full force and effect.

8. In Witness Whereof, the parties have caused this First Amendment to the Bruce Museum Management Agreement to be executed by their respective duly authorized representatives, as of the date first above written.
BRUCE MUSEUM, INC.

By: ______________________
Peter C. Sutton
Its Executive Director
Duly Authorized

TOWN OF GREENWICH

BY ______________________
Peter J. Tesei
Its First Selectman
Duly Authorized
BRUCE MUSEUM MANAGEMENT AGREEMENT

AGREEMENT made, entered into and effective this 31st day of January, 1992, by and between the Town of Greenwich (hereinafter referred to as the "Town") having its offices at Town Hall, Greenwich, Connecticut 06836, acting herein by its Director of Parks and Recreation, hereunto duly authorized, and Bruce Museum, Inc., (hereinafter referred to as "BMI"), a not-for-profit membership corporation organized under the laws of the State of Connecticut under the original corporate name of "Bruce Museum Associates, Inc.", and having its principal office at The Bruce Museum, One Museum Drive, Greenwich, Connecticut 06830, acting by its President, hereunto duly authorized.

RECITALS:

WHEREAS, The Bruce Museum (the "Museum") was originally established as a "Natural History, Historical and Art Museum" by a deed of a gift and has been operating as same ever since;

WHEREAS, BMI has qualified as an exempt organization under Section 501(c) (3) of the U.S. Internal Revenue Code;

WHEREAS, BMI, under its original corporate name, has, since its incorporation in June, 1969, privately raised funds to support the increasing operating needs of the Museum, and, with the approval and cooperation of The Bruce Museum Board, the municipal board established to supervise and control all administrative functions relative to the Museum, BMI has
undertaken a private fund-raising effort for the purpose of expanding and improving the physical facilities of the Museum and establishing an endowment fund, the income of which will be used to supplement funds available for the operation of the Museum;

WHEREAS, BMI, under its original corporate name, has privately raised substantial sums for the purposes of expanding and improving the physical facilities of the Museum and establishing an endowment fund, as referred to above;

WHEREAS, BMI, under its original corporate name at its sole cost has prepared preliminary plans and specifications (hereinafter collectively referred to as the "Plans"), a copy of which is annexed hereto and made a part hereof, indicating the expansion and improvements to the physical facilities of the Museum, as referred to above;

WHEREAS, the future maintenance and operation of the Museum, to be expanded and improved in accordance with the Plans, can best be accomplished as contemplated by this Management Agreement; and

WHEREAS, prior to the effective date of this Agreement, the Town has repealed the ordinance establishing the Bruce Museum Board and has by Charter authorized the entering into of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:
1. **Construction of Improvements and Additions.**

The Town hereby gives BMI permission to construct the expansion and improvements to the Museum substantially in accordance with the Plans. Said expansion and improvements shall be so constructed: (a) at BMI's cost and expense, (b) in a good and workmanlike manner, and (c) in accordance with all applicable requirements of law. BMI shall require involved contractors to provide insurance of the types and in the amounts reasonably satisfactory to the Town to indemnify the Town, its officers and employees against all costs, expenses, loss or damage resulting from or arising out of the construction of such improvements and additions. The foregoing authorization is subject to other required municipal approvals and permits.

2. **Ownership and Use of Museum Real Property.**

All expansion and improvements to the Museum as contemplated by this Agreement shall belong to and become the property of the Town.

During the term of this Agreement, BMI shall have exclusive use of the Museum building, as the same may be altered and expanded, together with the right to reasonably use the walkways, drives and parking areas appurtenant to the use of the Museum building and, subject to and on such terms and for such times as agreed to by the Director of Parks and Recreation, the reasonable use of the grounds adjacent to the Museum building (collectively the "Museum Premises") for the purposes of
administering, supervising, managing and operating the Museum. All revenues of every kind and sort resulting from the use of the Museum and the Museum premises shall be received by BMI to be applied by BMI for Museum purposes.


The Town hereby designates and appoints BMI, exclusively, to supervise, manage and operate the Museum and administer its affairs for the term of and subject to all provisions set forth in this Agreement.

4. Responsibilities of BMI.

BMI, in discharging its obligations to manage and operate the Museum and administer its affairs, shall:

(a) Operate and manage the Museum.

(b) Properly care for the Museum and all museum facilities located therein.

(c) Properly store, manage and care for all objects now or hereafter in the collection of the Museum.

(d) Continue to conduct education, public interest and exhibition programs.

(e) Promote and encourage support for the Museum.

(f) Exercise supervisory authority over the exhibition and display of collection objects in the Museum and objects on temporary loan, and the acquisition and sale or disposition of such collection objects and all other matter pertaining to the general operation of the Museum.
(g) Properly address concerns brought to its attention by the First Selectman.

(h) Upon request by the Town and agreement by BMI to continue to manage and operate the Seaside Center at Greenwich Point.

5. Public Accountability.

In furtherance of its responsibility to manage the Museum, BMI, throughout the term of this Agreement, shall:

(a) File with the Greenwich Town Clerk's office true and complete copies of its Certificate of Incorporation, By-Laws and Minutes of all formal meetings of its Board of Directors and the Annual and any Special Meetings of its members.

(b) Provide at all times in its Certificate of Incorporation and By-Laws that the following public officials shall be ex-officio voting members of the BMI Board of Directors: the First Selectman, the Moderator of the Representative Town Meeting, and the Chairman of the Board of Estimate and Taxation.

(c) Exercise care and prudence in the selection of members of the BMI Board of Directors to assure broad public representation. At least two thirds of the Board of BMI shall be residents of the Town of Greenwich.
(d) Prepare and provide to the Town Comptroller within a reasonable period of time after the close of the period in question:

(i) quarterly and cumulative statements of revenue, earnings and the aggregate dollar amount of charitable donations received (on a quarterly and year-to-date basis);

(ii) quarterly and cumulative statements of actual expenses vs. budget;

(iii) annual audited financial statements;

(iv) annual statements of all collection objects sold or otherwise disposed of, those acquired, those loaned to third parties and those on loan to the Museum from third parties;

(e) Permit the Town to inspect the financial books and records of the BMI, excluding records of individual donors (which are deemed private since many donations are made with the expectation that same will be kept private, confidential and non-disclosed), at any time upon reasonable notice.

(f) At all times to function in the highest public interest.

(g) The Town, through the First Selectman, shall consult with BMI about legitimate recommendation and concerns of town residents arising from the
operation of the Museum. BMI shall take such recommendations and concerns into consideration or shall take such reasonable action as shall be mutually agreeable to BMI and the Town through the First Selectman.

(h) In recognition of the ownership by the Town of the Museum and its collection, BMI shall, should an admission charge hereafter be imposed for access to the Museum, designate one day per week upon which Greenwich residents shall be admitted to the Museum without charge.

6. Ownership of Collection Objects.

The parties acknowledge and agree that title to all objects in the collection of the Museum, and all additions thereto, is vested exclusively in the Town and are held in public trust; provided, however, that title to any objects on loan from third-party owners shall remain in such owners. BMI shall have the authority to accept all future additions to the collection of the Museum on behalf of the Town, which acceptance shall be in accordance with the Code of Ethics and other applicable standards of the American Association of Museums and the best interests of the Town. Sale or disposition of objects shall be as set forth in Sec. 81a of the Town Charter. All proceeds derived from the sale or disposition of objects shall be accounted for in Town Accounts #28-04260-4 and 12-00551-1.
in bank accounts established for the purpose, against which BMI shall have the authority to draw for additions to the Museum collection.

7. **Town Support of The Bruce Museum.**

Throughout the term of this Agreement:

(a) The Town shall provide reasonable maintenance and repair of the Museum building and premises including snow plowing, and shall provide water, fuel, sewer and electricity reasonably required in connection with the operation of the Museum premises. The Town shall maintain reasonable insurance coverages on the Museum premises including all collection objects, including those on temporary loan to the Museum collection, however, the Town shall not be responsible for loss or damage to collection objects on temporary loan above or in excess of the amount recoverable under any applicable Town insurance policy. The Town shall hold BMI, its officers, agents and employees harmless from and indemnify them against all cost, expense, loss or damage resulting from claims or actions made or brought by third parties for personal injuries or property damage arising out of the actual, physical use of the museum building or museum.
premises and not occasioned by active acts or omissions of BMI, its officers, agents, employees or contractors. BMI and not the Town, shall maintain Workers Compensation Insurance and unemployment compensation for its employees as required by law. BMI shall maintain general liability insurance with coverage of not less than one million dollars, adjusted annually upwards to reflect the rate of inflation, in respect of any one occurrence, protecting the Town, its officers, agents and employees against all claims for injury or damage to persons or property occurring in the Museum and resulting from the negligence of BMI, its officers, agents, employees or contractors. The Town shall provide an annual budget appropriation to BMI to assist BMI in meeting its operating requirements. Said appropriation shall be in the form of a single appropriation which shall be deemed committed and which shall be paid out in full on semi-annual allotments on July 1 and January 1 of each fiscal year, subject to Sec. 27 of the Town Charter. It is the intention of the Town that all funds provided for Museum purposes by the Town pursuant
to this paragraph 7(a) shall be equal to the aggregate of funds and services appropriated by the Town for the 1991-1992 fiscal year for the purposes of the Museum, adjusted annually on account of increases or decreases in the cost of services, supplies and materials, and other items due to changes in the cost of living and other factors affecting the Town's budget.

However, the Town reserves the right, on account of changes in circumstances including but not limited to changes which affect costs and expenses required by other Town departments or agencies, to reduce the amounts appropriated and services provided to BMI. The Town's decision on the amounts to be appropriated and services provided shall be final and conclusive on all parties to this Agreement.

(b) The Town shall from time to time make available to BMI all funds identified by Town Accounts $28-04260-04 and 12-00551-1, to be used by BMI to acquire objects to be added to the Museum collection.

8. Museum Employees.

(a) On and after the effective date of this Agreement, all employees of the Museum shall be employees of Bi
and not the Town, and, following such effective date, BMI shall provide and be solely responsible for all pay and for all benefits due to said employees by virtue of their employment by BMI.

(b) During the term of this Agreement, BMI agrees to comply with all applicable provisions of the Connecticut Fair Employment Practices Act, and all other like applicable laws.

9. **Term of Agreement: Effective Date.**

The term of this Agreement shall be fifteen (15) years commencing on the effective date of this Agreement. This Agreement shall be automatically extended for one additional term of ten (10) years, immediately following expiration of the initial term, provided that BMI and the Town, each is in compliance with all of its material obligations hereunder.

10. **Default**

(a) In the event of any default, it is expressly agreed that the defaulting party shall in no event be liable for damages and that the sole remedy of the Town for any material default shall be to terminate this Agreement, if the defaulting party has failed to cure such default after a reasonable period following written notice by the non-defaulting party; provided, however, that this clause shall not relieve BMI from liability for any act for which it is directly responsible.

(b) It is understood and agreed that BMI shall not be liable to the Town nor shall it be deemed a default under this
Agreement in the event that it must reduce the Museum's programs, management, administration, and/or operations due to a reduction in the funds available for Museum purposes.

11. Termination

Upon termination of this Agreement, all Museum funds, revenues, improvements, furniture, fixtures, bonds, personal property and objects in the Museum collection, to the extent title thereto has been vested in the Town during the term of this Agreement, shall be used by the Town only for Museum purposes.

12. Status of BMI.

BMI shall, at all times, be deemed to be an independent organization and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees and agents and BMI, its employees and agents. BMI assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment.


All notices sent and communications made under this Agreement shall be deemed satisfactory if delivered by hand with receipt obtained or if sent by prepaid United States Certified Mail, Return Receipt Requested to:
In the case of Town:

Director of Parks and Recreation - Town of Greenwich
Town Hall
P.O. Box 2540
101 Field Point Road
Greenwich, Connecticut 06836-2540

with a copy to Town Attorney

In the case of BMI:

Bruce Museum, Inc.
One Museum Drive
Greenwich, Connecticut 06830
Attn: President

Or to such other persons as the parties may designate in writing.

14. Entire Agreement.

The terms and provisions herein contained, including exhibits attached hereto, constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

This contract may be amended or terminated at any time by the mutual agreement, in writing, of BMI and the Town. (The Town in this respect meaning the agreement of the Representative Town Meeting.)

15. Severability.

Nothing in this Agreement is intended to conflict with current Federal or State law or the Town Charter. If the terms of this Agreement are inconsistent with applicable law or the
Town Charter, then those portions of this Agreement which are determined to be inconsistent shall be read to be consistent with the applicable law or the Town Charter as the case may be, but, the remaining terms and conditions of Agreement shall remain in full force and effect as written.

16. **Delegation and Assignment.**

BMI may not assign its rights or obligations hereunder, either in whole or in part. Any attempted assignment or delegation in derogation of this paragraph shall be void.

17. **Counterparts.**

The parties hereto agree that this Agreement may be executed in counterpart originals. Any executed copy of this Agreement shall be deemed to be an original of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives, as of the date first above written.

BRUCE MUSEUM, INC.

By: [Signature]

TOWN OF GREENWICH

By: [Signature]
Proposed Changes to Permanent Natural History Exhibition – Bruce Museum

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<thead>
<tr>
<th>Gallery</th>
<th>Square feet</th>
<th>Cost</th>
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<tr>
<td>I. Introduction</td>
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Wall construction & finishes 5,000
Electrical/cabling 2,000
Exhibit case work 1,000
Specialty lighting 10,000
Video/audio/digital equipment 20,000
Video/audio/digital production 5,000
Programming 5,000
Images/rights 2,000
Graphic production 5,000
Mount making 1,000
Misc. services 2,000

Total 52,000

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Wall construction & finishes 5,000
Electrical/cabling 2,000
Exhibit case work 5,000
Specialty lighting 10,000
Video/audio/digital equipment 10,000
Video/audio/digital production 5,000
Programming 5,000
Images/rights 2,000
Graphic production 2,000
Mount making 3,000
Misc. services 2,000

Total 51,000
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<td>III. CT Fossils &amp; Dinosaurs</td>
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<td>Wall construction &amp; finishes</td>
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</tr>
<tr>
<td>Specialty lighting</td>
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<td>20,000</td>
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<tr>
<td>Video/audio/digital equipment</td>
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<td>5,000</td>
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<tr>
<td>Programming</td>
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<td>10,000</td>
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<td>Images/rights</td>
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<tr>
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<tr>
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<tr>
<td>Video/audio/digital equipment</td>
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<tr>
<td>Programming</td>
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<td>2,000</td>
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<tr>
<td>Images/rights</td>
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<td>10,000</td>
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<td>Graphic production</td>
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<td>5,000</td>
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<td>Mount making</td>
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<tr>
<td>Misc. services (wigwam)</td>
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### Gallery

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<td>326</td>
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- **Wall construction & finishes including rock work**: 25,000
- **Electrical/cabling**: 2,000
- **Exhibit case work including touch tank & pump system**: 60,000
- **Specialty lighting**: 10,000
- **Video/audio/digital equipment**: 10,000
- **Video/audio/digital production**: 5,000
- **Programming**: 2,000
- **Images/rights**: 5,000
- **Mount making**: 2,000
- **Misc. services (pump installation)**: 15,000

**Total**: 136,000

### Gallery

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- **Wall construction & finishes**: 5,000
- **Electrical/cabling**: 5,000
- **Exhibit case work**: 10,000
- **Specialty lighting**: 10,000
- **Video/audio/digital equipment**: 10,000
- **Video/audio/digital production**: 5,000
- **Programming**: 5,000
- **Images/rights**: 2,000
- **Graphic production**: 5,000
- **Mount making**: 2,000
- **Misc. services**: 5,000

**Total**: 64,000
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<th>Gallery</th>
<th>Square feet</th>
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<tr>
<td>VII. Life Cycles &amp; Habitats</td>
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<td>Wall construction &amp; finishes</td>
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<tr>
<td>Electrical/cabling</td>
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<tr>
<td>Exhibit case work</td>
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<td>Specialty lighting</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Video/audio/digital equipment</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Video/audio/digital production</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Programming</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Images/rights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphic production</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Mount making</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Misc. services</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>120,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gallery</th>
<th>Square feet</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>VIII. Current Issues &amp; Topics</td>
<td>215</td>
<td>10,000</td>
</tr>
<tr>
<td>Wall construction &amp; finishes</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Electrical/cabling</td>
<td>5,000</td>
<td></td>
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<tr>
<td>Exhibit case work</td>
<td>10,000</td>
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<tr>
<td>Specialty lighting</td>
<td>10,000</td>
<td></td>
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<tr>
<td>Video/audio/digital equipment</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Video/audio/digital production</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Programming</td>
<td></td>
<td>2,000</td>
</tr>
<tr>
<td>Images/rights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graphic production</td>
<td></td>
<td>2,000</td>
</tr>
<tr>
<td>Mount making</td>
<td></td>
<td>2,000</td>
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<tr>
<td>Misc. services</td>
<td></td>
<td>2,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>53,000</td>
</tr>
</tbody>
</table>
**Summary**

<table>
<thead>
<tr>
<th>Gallery</th>
<th>Square feet</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Introduction</td>
<td>323</td>
<td>52,000</td>
</tr>
<tr>
<td>II. Minerals &amp; Fossils</td>
<td>388</td>
<td>51,000</td>
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<tr>
<td>III. CT Fossils &amp; Dinosaurs</td>
<td>248</td>
<td>97,000</td>
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<tr>
<td>IV. Native Americans</td>
<td>330</td>
<td>102,000</td>
</tr>
<tr>
<td>V. L.I. Sound/Touch Tank</td>
<td>326</td>
<td>136,000</td>
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<tr>
<td>VI. Woodland Diorama</td>
<td>700</td>
<td>64,000</td>
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<tr>
<td>VII. Life Cycles &amp; Habitats</td>
<td>488</td>
<td>120,000</td>
</tr>
<tr>
<td>VIII. Current Issues &amp; Topics</td>
<td>215</td>
<td>53,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,018</strong></td>
<td><strong>675,000</strong></td>
</tr>
<tr>
<td>Contingency 5%</td>
<td></td>
<td>33,750</td>
</tr>
<tr>
<td>Exhibit &amp; Graphic Design Fees 15%</td>
<td></td>
<td>101,250</td>
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<tr>
<td><strong>Grand total</strong></td>
<td></td>
<td><strong>810,000</strong></td>
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</table>
Bruce Museum, Inc.

Statements of Financial Position - Supplemental Schedule
June 30, 2015

<table>
<thead>
<tr>
<th></th>
<th>Operating Fund</th>
<th>Property and Equipment Fund</th>
<th>Temporarily Restricted Fund</th>
<th>Capital Campaign Fund</th>
<th>Endowment Fund</th>
<th>Eliminations</th>
<th>Total</th>
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<tbody>
<tr>
<td>ASSETS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 1,061,134</td>
<td>$ -</td>
<td>$ 412,631</td>
<td>$ 442,515</td>
<td>$ -</td>
<td>($ 352,818)</td>
<td>$ 1,563,462</td>
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<tr>
<td>Investments, unrestricted</td>
<td>-</td>
<td>-</td>
<td>595,075</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>595,075</td>
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<tr>
<td>Pledges receivable, net</td>
<td>149,134</td>
<td>-</td>
<td>2,762,867</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,932,001</td>
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<tr>
<td>Inventory</td>
<td>66,776</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>66,776</td>
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<td>Prepaid expenses and other current assets</td>
<td>133,790</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>133,790</td>
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<tr>
<td>Interfund receivables</td>
<td>-</td>
<td>-</td>
<td>290,138</td>
<td>352,818</td>
<td>(642,956)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Assets held in endowment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>22,721,920</td>
<td>362,818</td>
<td>-</td>
<td>23,084,738</td>
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<tr>
<td>Property and equipment, net</td>
<td>-</td>
<td>1,733,403</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,733,403</td>
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<tr>
<td>Other assets</td>
<td>-</td>
<td>-</td>
<td>836,049</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>836,049</td>
</tr>
<tr>
<td></td>
<td>$ 1,410,834</td>
<td>$ 1,733,403</td>
<td>$ 1,007,706</td>
<td>$ 4,351,569</td>
<td>$ 23,074,738</td>
<td>($ 642,956)</td>
<td>$ 30,935,294</td>
</tr>
</tbody>
</table>

LIABILITIES AND NET ASSETS

| Liabilities             |                |                              |                             |                       |                |              |           |
|                        |                |                              |                             |                       |                |              |           |
| Accounts payable and accrued expenses | $ 505,027   | $ -                          | -                           | $ -                   | $ -            | $ -         | (505,027) |
| Deferred revenue        | 175,500        | -                            | -                           | -                     | -              | -            | 175,500   |
| Interfund payables      | 642,956        | -                            | -                           | -                     | -              | (642,956)   | -         |
| Total Liabilities       | 1,323,483      | -                            | -                           | -                     | -              | (642,956)   | 680,527   |

Net Assets

| Unrestricted            |                |                              |                             |                       |                |              |           |
|                        |                |                              |                             |                       |                |              |           |
| Operating               | 59,432         | -                            | 65,811                      | 7,463                 | 82,391         | -            | 215,097   |
| Board designated for capital account | 27,919      | -                            | -                           | -                     | -              | -            | 27,919    |
| Board designated endowment | -             | -                            | -                           | -                     | -              | -            | -         |
| Investment in property and equipment | -         | 1,733,403                    | -                           | -                     | -              | -            | 1,733,403 |
| Total Unrestricted      | 87,351         | 1,733,403                    | 65,811                      | 7,463                 | 1,620,285      | -            | 3,514,323 |

| Temporarily Restricted |                |                              |                             |                       |                |              |           |
| Permanent Restricted    |                |                              |                             |                       |                |              |           |
| Total Net Assets        | 87,351         | 1,733,403                    | 1,007,706                   | 4,351,569             | 23,074,738     | -            | 30,254,767 |
|                        | $ 1,410,834    | $ 1,733,403                  | $ 1,007,706                 | $ 4,351,569           | $ 23,074,738   | ($ 642,956) | $ 30,935,294 |

See Independent Auditors' Report


<table>
<thead>
<tr>
<th>Public Support and Revenue</th>
<th>Operating Fund</th>
<th>Property and Equipment Fund</th>
<th>Temporarily Restricted Fund</th>
<th>Capital Campaign Fund</th>
<th>Endowment Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions</td>
<td>$1,465,086</td>
<td>$ -</td>
<td>$ 310,931</td>
<td>$ 3,538,286</td>
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<td>Town of Greenwich appropriations</td>
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<td>-</td>
<td>-</td>
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<td>806,000</td>
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<td>Endowment spending appropriation</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
<td>948,310</td>
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<td>Admissions</td>
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<td>-</td>
<td>230</td>
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<td>-</td>
<td>196,544</td>
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<td>Membership dues</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>462,059</td>
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<tr>
<td>Museum store revenue</td>
<td>258,995</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>258,995</td>
</tr>
<tr>
<td>Special events revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Annual events</td>
<td>774,764</td>
<td>-</td>
<td>50,000</td>
<td>-</td>
<td>-</td>
<td>824,764</td>
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<td>Biannual and other events</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>192,023</td>
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<tr>
<td>Rental and other revenue</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>113,467</td>
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<tr>
<td>Total Public Support and Revenue</td>
<td>5,215,018</td>
<td>-</td>
<td>361,161</td>
<td>3,538,286</td>
<td>127,368</td>
<td>9,241,333</td>
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</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Program</td>
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<td>151,483</td>
<td>152,506</td>
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<td>-</td>
<td>3,347,821</td>
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<td>Development</td>
<td>1,005,669</td>
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<td>-</td>
<td>87,205</td>
<td>-</td>
<td>1,142,003</td>
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<td>Administrative and general</td>
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<td>10,702</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>321,139</td>
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<tr>
<td>Museum store</td>
<td>388,594</td>
<td>20,017</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>408,611</td>
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<td>Special events costs, annual events</td>
<td>288,008</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>288,008</td>
</tr>
<tr>
<td>Special events costs, other events</td>
<td>72,267</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>72,267</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>5,108,807</td>
<td>231,331</td>
<td>152,506</td>
<td>87,205</td>
<td>-</td>
<td>5,579,849</td>
</tr>
</tbody>
</table>

Excess of Support and Revenue Over Expenses from Operations

| 106,211 | (231,331) | 208,655 | 3,461,081 | 127,368 | 3,661,934 |

Other Changes and Transfers

Investment return, net of endowment spending appropriation

<table>
<thead>
<tr>
<th>2,223</th>
<th>-</th>
<th>6,036</th>
<th>749</th>
<th>(778,053)</th>
<th>(769,045)</th>
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<tbody>
<tr>
<td>Transfer</td>
<td>(155,822)</td>
<td>-</td>
<td>106,944</td>
<td>-</td>
<td>48,878</td>
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</tbody>
</table>

Change in Net Assets

| (47,388) | (231,331) | 321,635 | 3,451,830 | (601,807) | 2,892,939 |

Net Assets

| 134,739 | 1,964,734 | 686,071 | 699,739 | 23,676,545 | 27,361,828 |

End of year

| $ 87,351 | $ 1,733,403 | $ 1,007,706 | $ 4,351,569 | $ 23,074,738 | $ 30,254,767 |

See Independent Auditors' Report
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

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 PA 07-7, JSS, Sec. 13(e)(2) and the TOWN OF GREENWICH (hereinafter the “Applicant” or “contractor”) acting herein by Peter J. Tesei, its duly authorized First Selectman.

WITNESSETH:

WHEREAS, the governing body of the Applicant 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 May 13, 2016 (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 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 desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

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 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 for the Project in the form of a grant in an amount not to exceed SEVEN HUNDRED FIFTY THOUSAND and NO/100 ($750,000.00) DOLLARS (hereinafter, the “Grant” or the “Funding”).

ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant 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.

2.2. Ability to Conduct Business. The Applicant 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 as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which it is 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 performance of its obligations thereunder are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws including its charter or of the provisions of any indenture, agreement, or undertaking to which it, its 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 of the Project Documents. The Applicant agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5. Agreement to Undertake Project. The Applicant 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 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 ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is 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 ability to discharge its obligations under the Project Documents. In addition, the Applicant is 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 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 the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in Section 4.1 hereof has occurred or is continuing, and the Applicant 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.

2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant 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 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 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 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 can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

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 shall not be covered by the Funding. The Applicant 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 shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant 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 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 in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant 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 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, the Applicant 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 under this Agreement. Specifically, but not by way of limitation, the Applicant 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**" or "commission" means the Connecticut Commission on Human Rights and Opportunities;

2. "**Contract**" means this Agreement and any extension or modification of this Agreement;

3. "**Contractor**" means the Applicant and includes any successors or assigns of the Applicant;
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. “Intellectual disability” means a significant limitation in intellectual functioning and deficits in adaptive behavior that originated during the developmental period before eighteen years of age;

8. “Marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

9. “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;

10. “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 section 32-9n; and

11. “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 term “Contract” does not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality unless the contract is a municipal public works contract or quasi-public agency project contract, (b) any other state, as defined in Conn. Gen. Stat. section 1-267, (c) the federal government, (d) a foreign government, or (e) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), or (d).

(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, intellectual disability, 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 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, intellectual disability, 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 such 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 Conn. Gen. Stat. section 4a-60 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 Conn. Gen. Stat. sections 4a-60, 46a-68e, and 46a-68f and with each regulation or relevant order issued by the Commission pursuant to Conn. Gen. Stat. sections 46a-56, 46a-68e, 46a-68f, and 46a-86; and (e) 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 as relate to the provisions of Conn. Gen. Stat. sections 4a-60 and 46a-56. If the Contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as
subcontractors and suppliers of materials on such public works or quasi-
public agency project.

(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 Conn. Gen. Stat. section
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 statutes and 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’
section 4a-60a, 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 Conn. Gen. Stat. section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. section 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 Conn. Gen. Stat. section 4a-60a and section 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 Conn. Gen. Stat. section 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 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 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 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 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 Energy and 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/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 will adopt and enforce measures appropriate to assure that no member of the Applicant'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. The Applicant 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 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 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 is a party, when delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

2.14. Indemnification. The Applicant to the fullest extent permitted by law 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 of the terms, conditions, and covenants of this Agreement or in connection with the Project.

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

**ARTICLE 3 - PROJECT ADMINISTRATION**

3.1. Records. The Applicant 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 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 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, or to make inspection of any physical location of the Applicant. The Applicant shall aid and cooperate with any such inspection.

3.2 Payment to Applicant. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant 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 shall provide current, verifiable bank account information for accounts with Applicant’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/apd/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 shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant 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 who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant 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 Property that is subject to any restriction under Section 2.15 of this Agreement, and the Applicant 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 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/cwp/view.asp?a=1096&q=249676, 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 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. (a) Any unspent Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days of the end date of the most recently approved Project Financing Plan and Budget. (b) In the event that an audit referred to in section 3.6 above demonstrates that the actual expenditures made by the Applicant 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 to the State.

3.8. Reports. The Applicant 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 her discretion.

3.9 Semi-Annual Project Financial Statements. The Applicant 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 fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forbear from any unpermitted act, or if the Applicant 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 caused to be made for the Applicant in any of the Project Documents proves at any time to be incorrect in any material respect.

(C) Receivership or Bankruptcy. If the Applicant 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 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.

(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 business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant'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 defaults or shall commit or allow any breach of the Applicant'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 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 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 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 or 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 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 because of such default or breach;
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;

The Applicant 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; and

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 Applicants. 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 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, or at such other address as the Applicant 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 provided above. 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.** The Applicant 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 herein 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 seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant 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 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 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 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 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. The Applicant shall pay the cost of filing and recording, or re-filing and re-recording, such documents and instruments in all public offices in which such filing or recording, or re-filing 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 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” shall mean and include any successor or assign of Applicant including any
representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant 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 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 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, 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 agrees that the execution of this 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 shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder or thereunder. Accordingly, the Applicant 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) The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates for the Project as outlined in Schedule A. 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. Unless notified by DECD, for projects with a total project cost of $250,000 or less, the Applicant will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring
requirements. In these cases, it will be the responsibility of the Applicant to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

(b) The Applicant 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 G702) approved by the architect and/or engineer, appropriate invoices, etc.

6.2. Administrative and Project Monitoring Plan. The Applicant 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 Pass-Through Agreement. This herein Assistance Agreement is expressly made subject to the Applicant entering into a Pass-Through Agreement with Bruce Museum, Inc., a copy of which is attached hereto as SCHEDULE B.
IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

TOWN OF GREENWICH

By: ___________________________
Name: Peter J. Tesei
Title: First Selectman
Duly Authorized

Dated: ___________, 2016

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: ________________________
EXHIBIT A

NONE
Schedule of Submissions and Approvals required for State Assistance
The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD 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 DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:
- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

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

Submissions to DECD Upon Completion of Construction:
- Annual Audit & 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)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor’s Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.
SCHEDULE B
(Pass-Through Agreement)
PASS-THROUGH AGREEMENT
By and Among
BRUCE MUSEUM, INC.
The TOWN OF GREENWICH,
And
The STATE OF CONNECTICUT
(acting by and through its Commission of the Department of Economic and Community Development),

THIS PASS-THROUGH AGREEMENT (the "Agreement") is entered into as of its Effective Date (as said term is defined in Section 3.11 of this Agreement) by and among the TOWN OF GREENWICH a Connecticut municipal corporation, with offices located at 101 Field Point Road, Greenwich, Connecticut, acting herein by and through Peter J. Teresi, its First Selectman, duly authorized, (herein called the "Town"), the BRUCE MUSEUM, INC., a Connecticut not- for- profit corporation, acting herein by and through its Executive Director, Peter C. Sutton, with a principal place of business located at One Museum Drive, Greenwich, Connecticut (the "Museum"), and the STATE OF CONNECTICUT, acting herein by and through its Commissioner of the Department of Economic and Community Development, with an office located at 505 Hudson Street, Hartford, Connecticut 06106 ("the State").

WITNESSETH THAT,

WHEREAS, pursuant to a certain Assistance Agreement between the State and the Town, a copy of which is attached hereto as Exhibit A and is made a part hereof (the “Assistance Agreement”), the State has agreed to provide the Town with a grant in the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($750,000.00) (the “State Funds”) for a project entitled “Bruce Museum Renovations Project” (the “Project’); and

WHEREAS, the Town shall grant the State Funds to the Museum on the condition that the Museum shall then implement the Project pursuant to the Assistance Agreement; and

WHEREAS, the Town, Museum and the State have approved the Financing Plan and Budget; and

WHEREAS, the Museum is willing to utilize the State Funds, through periodic disbursement(s) for the intended uses and purposes of the Project (the “Disbursements”, each a “Disbursement”), and the State will agree to permit the same, subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, State, Museum, and the Town hereby agree as follows:
Article 1

1.1 Agreement to Provide Funds. On the basis of and in reliance on the representations, warranties and covenants of the Museum in this Agreement and any other documents incident hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the Town agrees to deliver and pass through the State Funds to the Museum.

1.2 Terms and Conditions. The parties hereto acknowledge and agree that the Museum’s use of the State Funds shall be bound by the terms and conditions of the Assistance Agreement, as if the Museum were a party to the Assistance Agreement, and Museum shall have the same obligations to the Town and to the State as Town has to the State thereunder. By execution hereof, Museum hereby assumes all of the obligations of the Town as set forth in the Assistance Agreement and makes the same representations, covenants, warranties and agreements as the Town as if the Museum were a party to the Assistance Agreement. Museum hereby agrees to indemnify and hold Town harmless with respect to any and all claims made by the State with respect to the enforcement by the State of any obligation of Town under the Assistance Agreement.

Article 2

2.1 Compliance with Laws, Regulations, Rules, and Executive Orders. Museum hereby agrees to abide and be bound by all of the Rules, Regulations, Laws and Executive Orders, including but not limited to those employment practices and nondiscrimination requirements set forth in Section 2.10 of the Assistance Agreement.

2.2 Insurance. The Museum shall maintain all required insurance in amounts, form, substance and quality acceptable to the State and the Town, as described more fully in Exhibit B, attached hereto and made a part hereof. A certificate evidencing such insurance shall be delivered to the Commissioner at the time of execution of this Agreement, and annually thereafter for the duration of the Project Financing Plan and Budget.

2.3 Campaign Contribution and Solicitation Prohibitions. For all State contracts as defined in C.G.S. sec. 9-612 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. This notice, SEEC Form 11, is attached hereto as Exhibit C.
2.4. **Tax Exempt Status.** Museum: (i) is an organization described in section 501(c)(3) of the Internal Revenue Code (the “Code”), or corresponding provisions of prior law and that is not a "private foundation" as defined in the Code; (ii) it has received a letter or letters from the Internal Revenue Service to such effect; (iii) such letter or letters have not been modified, limited or revoked; (iv) is in compliance with all terms, conditions and limitations, if any, contained in such letter; (v) the facts and circumstances which form the basis of such letter as represented to the Internal Revenue Service continue to substantially exist; and (vi) is exempt from Federal income taxation under section 501(a) of the Code.

**Article 3**

3.1 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by, first-class mail, postage prepaid, addressed as follows:

If to: Bruce Museum, Inc.
One Museum Drive
Greenwich, CT 06830

If to: Town of Greenwich
Town Hall
101 Field Point Road
Greenwich, CT 06083

If to State:
Department of Economic and Community Development
505 Hudson Street
Hartford, Connecticut 06106-7106
Attn: Commissioner of Economic and Community Development

With a copy to:
Assistant Attorney General - Housing
55 Elm Street
Hartford, Connecticut 06106

or to such other address or person as shall be designated from time to time by notice.

3.2 **Cross Default.** Any breach or default by Museum or Town of one or more of the terms or conditions contained within this Agreement shall be an Instance of default under the Assistance Agreement and any and all other agreements between the State, Museum and/or the Town.
3.3 **Jurisdiction.** Museum and the Town agree that the execution of this Agreement and the other documents executed by Museum and the Town and delivered to the State in connection with this Agreement, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs and Museum and the Town 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, Museum and the Town hereby specifically and irrevocably consent to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other documents executed by Museum and the Town and delivered to the State in connection with this Agreement or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

3.4 **Governing Law.** The laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

3.5 **No Waiver.** Neither failure nor delay on the part of the Town or the State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Town therefrom shall be effective unless the same shall be in writing, signed on behalf of the Town or the State, and the same shall be effective only with respect to such signatory party and only in the specific instance for which it is given. No notice to or demand on the Museum in any case shall entitle the Museum to any other or further notices or demands in similar or other circumstances, or constitute a waiver of the right of the Town or the State to take other or further action in any circumstances without notice or demand.

3.6 **Remedies Cumulative.** All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

3.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

3.8 **Binding of All Successors and Assigns.** All the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective successors, assigns, and legal representatives, provided, nevertheless that the obligations of the Museum hereunder shall apply and remain in effect only so long as the Museum shall be responsible for the management of the Bruce Museum under agreement with the Town.

3.9 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

3.10 **Headings.** The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
3.11 **Effective Date.** This Agreement shall be effective upon the date that the Assistance Agreement is approved by the Attorney General of the State following the execution of this Agreement by the parties hereto (the "**Effective Date**").

3.12 **No Third-Party Beneficiary.** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Museum shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to the Museum as their sole source of recovery if not paid, and (b) except as otherwise agreed to by Town and the State and any such person in writing, they may not enter any claim or bring any such action against the Town and/or the State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the Town, the State and such person, each such person shall be deemed to have waived in writing all right to seek redress from the Town or the State under any circumstances whatsoever.

3.13 **Indemnification.** The Museum shall indemnify and hold the State and the Town harmless from any and all losses, liabilities, injuries, suits, actions, proceedings, and claims arising out of or relating to the Project and all documents executed in conjunction herewith.

3.14 **Sovereign Immunity.** The Museum recognizes that the State is sovereign and agrees not to make any claim of a right to use the defense of sovereign immunity as the agent of the State without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.

3.15 **Prejudgment Remedy and Waiver.** THE MUSEUM AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER 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 AFFECTING PREJUDGMENT REMEDIES AND THE STATE MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT IN CONNECTION WITH ANY CLAIM THE STATE MAY HAVE AGAINST THE MUSEUM PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE MUSEUM, TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, WITHOUT GIVING THE CITY ANY NOTICE OR OPPORTUNITY FOR A HEARING AND THE MUSEUM AUTHORIZES THE ATTORNEY FOR THE STATE TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC AND
COMMUNITY DEVELOPMENT

By: _________________
    Catherine H. Smith
    Its Commissioner

Date: ________________

TOWN OF GREENWICH

By: ________________________
    Peter J. Tesei
    Its First Selectman
    Duly Authorized

Date: ____________, 2016

BRUCE MUSEUM, INC.

By: ________________________
    Peter C. Sutton
    Its Executive Director

Date: ____________, 2016
EXHIBIT A

Assistance Agreement
EXHIBIT B

INSURANCE REQUIREMENTS FOR NON-PROFIT AND FOR PROFIT ENTITIES

(A) Museum shall procure and maintain for the duration of the approved Project Financing Plan and Budget the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is (i) financial assistance of less than $100,000, (ii) a planning grant, or (iii) a predevelopment loan, only items 1 and 2 as set forth herein shall apply:

1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the occurrence limit.

2) Workers’ Compensation and Employer’s Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer’s Liability with a minimum limit of $100,000 each accident, and $500,000 Disease – Policy limit, $100,000 each employee.

3) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

4) Directors and Officers Liability: $1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships.

5) Comprehensive Crime Insurance: $100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and Money and Securities coverage for Theft, Burglary, Robbery, Disappearance and Destruction.

6) Builders Risk: (Construction Phase) With respect to any work involving the construction of real property during the construction project, if DECD is taking a collateral position in the property, the Museum shall maintain Builder’s Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Museum agrees to endorse the State of Connecticut and Town of Greenwich as a Loss Payee.
7) **Property Insurance:** (Post Construction) If DECD is taking a collateral position in the property, the Museum shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut and Town shall be listed as a Loss Payee.

(B) **Additional Insurance Provisions**

1) The State of Connecticut Department of Economic and Community Development, the Town of Greenwich, their respective officials and employees shall be named as Additional Insureds on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.

2) Described insurance shall be primary coverage and Museum and Museum’s insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.

3) Museum shall assume any and all deductibles in the described insurance policies.

4) Without limiting Museum’s obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut and the Town of Greenwich, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.

5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.
Exhibit C

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a **subcontractor or principals of the subcontractor** on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.
Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/see. Click on the link to “Lobbyist/Contractor Limitations.”

Definitions:
“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subsection, or (vi) a political committee established or controlled by an individual described in this subsection or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is
exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.
ENVIRONMENTAL CERTIFICATE AND INDEMNITY AGREEMENT

THIS ENVIRONMENTAL CERTIFICATE AND INDEMNITY AGREEMENT is being delivered to the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, constituting a political subdivision of the State of Connecticut, with its principal place of business located at 505 Hudson Street, Hartford, Connecticut (hereinafter the "Department") to induce the Department to grant the sum of up to SEVEN HUNDRED FIFTY THOUSAND and no/100 DOLLARS (($750,000.00 hereinafter “the Grant”), THE TOWN OF GREENWICH (hereinafter the “Applicant”) and THE BRUCE MUSEUM INC, (hereinafter “the Contractor”), 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.

The Applicant and the Contractor maintain facilities at the locations set forth in Schedule A attached hereto (the "Premises"). The term "Premises" includes any real estate owned and/or occupied by both the Applicant and the Contractor of which the Premises has been a part within the past three (3) years. The Applicant owns that Premises listed on Schedule A and the Contractor operates the Bruce Museum located on the Premises.

To induce the Department to make the Grant to the Applicant which in turn make a grant to the Contractor, the Applicant and the Contractor, for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Applicant and the Contractor hereby certify and agree as follows:

1. The terms described below shall have the following meanings:

   (a) "Environmental Condition(s)" means circumstances with respect to soil, surface waters, ponds, ground waters, stream sediments, air and similar environmental media both on and off of the Premises, resulting from any activity, inactivity or operations occurring on/or off of the Premises, that could pursuant to applicable Environmental Laws require Site Remediation Measures and/or that may result in claims, demands and liabilities by or against any Applicant or, to the extent caused by the Contractor, the Contractor, or any third party including, but not limited to, governmental entities.

   (b) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of Hazardous Materials. The term "Release" shall be accorded the broadest possible interpretation and shall include the definition as provided in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. ("RCRA"), or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("CERCLA"). This term shall be interpreted to include the past, present and future tense, as appropriate.

   (c) "Environmental Law(s)" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct
(including common law) concerning air, water, solid waste, hazardous waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, health protection and similar environmental, health, safety, and local government concerns (to the extent they relate to Hazardous Materials) as may now or at any time hereafter be in effect.


(d) “Environmental Permit(s)” means any and all permits, approvals, licenses, registrations, certificates, plans, contingency plans spill prevention control and countermeasure plans, consent agreements, consent orders, stipulations and authorizations which arise out of or are in any way related to Environmental Laws.

(e) "Hazardous Materials" shall mean each and every element, compound, chemical mixture, containment, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law or such solution or substance which may pose a present or potential hazard to human health or the environment.

(f) "Site Remediation Measure(s)” means any efforts of any government, or any Applicant, or its contractor, subcontractor or agent which are made, required, designed, initiated or maintained to ensure that Environmental Conditions are consistent with Environmental Laws or Environmental Permits, or to comply with Environmental Laws or Environmental Permits or to mitigate Environmental Conditions, and include, without limitation, investigation, site monitoring, containment, clean-up, transport, removal, disposal, restoration and other remedial efforts of any kind.

2. Except as disclosed on Schedule B attached hereto, Applicant represents and warrants that, to the best of its knowledge, except as set forth in Schedule B hereto, and the Contractor makes the same representations, for the period of time that it has been operating the Premises:

(a) Applicant and Contractor have duly complied with, all Environmental Laws and Environmental Permits. No proceedings have been commenced against, nor any notice received by, BMI concerning any alleged violation of any Environmental Law or Environmental Permit or the existence of any Environmental Condition with respect to the Premises.

(b) No Hazardous Materials of any kind are currently, or have at any time been, generated, stored, produced, treated, handled, disposed of or used on the Premises in violation of any Environmental Law or Environmental Permit.
(c) There has never been any Release of Hazardous Materials with respect to the Premises.

(d) The Premises are not now and have never been the site of an Environmental Condition.

(e) Applicant and Contractor have been issued all required Environmental Permits relating to the Premises.

(f) No Site Remediation Measures have been conducted on, or recommended or required for, the Premises, and Applicant and Contractor are unaware of any Environmental Condition that would lead to the implementation of such Site Remediation Measures.

3. Applicant and Contractor agree to promptly notify the Department if they becomes aware of (a) any Environmental Condition, (b) any Release, (c) the violation or alleged violation of any Environmental Law or Environmental Permit, or (d) any lien, action, notice of violation or administrative or judicial enforcement action concerning an Environmental Law and/or Environmental Permit and/or Environmental Condition and the Premises, including without limitation, any inspection report, notice of inspection, abatement notice, abatement order or notice of noncompliance, or notice by a third party. Applicant and Contractor shall promptly deliver to the Department any and all documentation or records as the Department may request in connection with such notice, charge, cause of action, demand, order or report. This provision specifically includes the creation of any lien pursuant to Section 22a-452a, of the Connecticut General Statutes or any similar laws or regulations. At their own cost, Applicant and Contractor will take or cause to be taken all actions which are necessary or desirable to remediate any Release or Environmental Condition or satisfy or comply with all Environmental Laws and Environmental Permits affecting the Premises, including Site Remediation Measures in connection with the Grant. Upon the request of the Department, Applicant and Contractor shall provide at their expense verification by an independent environmental consulting firm acceptable to the Department that the Applicant, Contractor, and the Premises are in compliance with all Environmental Laws and Environmental Permits.

4. Applicant and the Contractor hereby covenant and agree at all times to comply with, and perform all Site Remediation Measures in accordance with, all Environmental Laws and Environmental Permits affecting the Premises or any business or other activity conducted thereon.

5. Applicant, to the fullest extent permitted by law, and the Contractor, to the extent related to its operation of the Premises, hereby covenant and agree at all times, unconditionally, absolutely and irrevocably, and, to require all contractors performing work in connection with the Grant to indemnify, hold harmless and defend the State of Connecticut and the Department, its successors and assigns (collectively, the "Indemnities") from and against any and all liability, loss, damage, cost, fine, penalty, expense (including, without limitation, reasonable attorneys' and other professionals' fees and expenses), cause of action, suit, claim, demand or judgment of any nature pertaining to any breach of this
Agreement, any Hazardous Materials, any Release, any Environmental Condition, any violation of Environmental Laws and/or violation of Environmental Permits, whether caused by the Applicant, the Contractor or any other person (the "Indemnified Claims").

6. The obligations hereunder of Applicant and Contractor shall in no way, manner or respect be impaired, affected, reduced or released by reason of (a) the failure or delay by any Indemnitee to do or take any of the acts, actions or things described herein; or (b) any act or omission of any Indemnitee in connection with any notice, demand, warning or claim regarding Hazardous Materials on the Premises or the Indemnified Claims.

7. Each representation, warranty, covenant, agreement, undertaking and indemnification set out in this Agreement shall survive the making and repayment of the Grant if applicable and shall continue to be the joint and several liability, obligation and indemnification of the Applicant and the Contractor.

8. If any provision of this Agreement or the application thereof to any party or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision or provisions to the other parties and circumstances will not be affected thereby, the provisions hereof being severable in any such instance.

9. The Applicant and the Contractor shall upon the written request of any of the Indemnitees, execute such further instruments and deliver such further documents as are necessary or appropriate to confirm the indemnification provided herein.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut and shall be continuing, irrevocable and binding upon the Applicant, the Contractor and their respective successors and assigns and shall inure to the benefit of the Indemnitees, and their respective successors and assigns.


ACCORDINGLY, THE APPLICANT, THE CONTRACTOR AND THE DEPARTMENT HEREBY EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY
ACTION, DEFENSE, COUNTERCLAIM, CROSSCLAIM AND/OR ANY FORM OF PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

FURTHER, THE APPLICANT AND THE CONTRACTOR HEREBY IRREVOCABLY (i) SUBMIT TO THE JURISDICTION OF ANY CONNECTICUT STATE OR FEDERAL COURT SITTING IN CONNECTICUT IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (ii) AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CONNECTICUT STATE OR FEDERAL COURT AND (iii) WAIVE TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF ANY INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE APPLICANT AND THE CONTRACTOR IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS IN THE MANNER SPECIFIED IN CHAPTER 599 OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. THE APPLICANT AND THE CONTRACTOR AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

12. The provisions of this Agreement shall govern and control over any inconsistent provision in any other document relating to the Grant, including, without limitation, any exculpatory provisions contained in any of said Documents, provided that under no circumstances shall the provisions of this Agreement be construed as in any way limiting the obligations of BMI under any of said documents.

13. The Applicant and the Contractor shall make any payment required to be made under this Agreement promptly and shall make such payment in immediately available funds in the amount thereof.

14. The Applicant and the Contractor have delivered and shall promptly deliver to the Department a copy of every environmental report or audit heretofore or hereafter performed with respect to any portion of the Premises.

15. The representations, warranties and covenants of Applicant and Contractor set forth in this Agreement shall continue ineffect for so long as the parties have liability hereunder for their representations, warranties, and covenants to the extent permitted by law and the Premises shall not be separated or transferred from the Applicant’s parkland without amendment to this Agreement. The Applicant and Contractor acknowledge and agree that the covenants and obligations hereunder are separate and distinct from all obligations under any of said other documents. A default by the Applicant or Contractor in any respect under the terms of this Agreement shall constitute a default under the terms of said other documents.
Dated this _____ day of June, 2016

Department:

CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

By:_____________________________
   Catherine H. Smith
   Its Commissioner
   Duly Authorized

Applicant:

TOWN OF GREENWICH

By:_____________________________
   Peter J. Tesei
   Its First Selectman
   Duly Authorized

The Contractor

BRUCE MUSEUM, INC.

By:_____________________________
   Peter C. Sutton
   Its Executive Director
   Duly Authorized
SCHEDULE A

Location of Applicant's Facilities
SCHEDULE B

Exceptions to Section 2
State of Connecticut
Governor Dannel P. Malloy

Department of Economic and Community Development
Commissioner Catherine H. Smith

Financial Assistance Proposal
For
The Town of Greenwich
Bruce Museum Project
May 2016
Timothy Sullivan  
Deputy Commissioner  

May 23, 2016  

Peter J. Tesei  
First Selectman  
Town of Greenwich  
101 Field Point Road  
Greenwich, CT 06830  

Dear First Selectman Tesei:  

The Department of Economic and Community Development is pleased to submit this revised Financial Assistance Proposal which shall supersede and replace the Financial Assistance Proposal dated March 1, 2013 and signed by you on March 6, 2013 in connection with the Bruce Museum Project.  

The Department furthermore reaffirms its support of the Town’s plans to double exhibition galleries, classroom spaces and to extensively improve support facilities at the Bruce Museum. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours.  

This proposal represents the Governor’s continuing commitment to support Connecticut’s municipalities and we are pleased to have an opportunity to work with you on this project. The success of your project and your community are important to us.  

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal please contact Vincent Lee, your Project Manager, at 860.270.8144.  

Sincerely,  

Timothy Sullivan  
Deputy Commissioner  

Agreed and Accepted By:  

Town of Greenwich  

__________________________________________  ___________________________________________  
Peter J. Tesei- First Selectman  Date  

Ver. 3.16.Mun
**TABLE OF CONTENTS**

**Background** 1
* Applicant Description

* Project Description

* Source and Use of Funds

**Financial Assistance** 1-6
* Department of Economic and Community Development Financing

* Property Restrictions

* Other Terms and Conditions

**DECD Contacts** 7
* Department of Economic and Community Development Development Manager

**Client Obligation Checklist** 8

**Next Steps** 9
* Application

* Project Financing Plan and Budget

* Certified Resolution

**Schedule A – Construction Related Documentation** 10

**Schedule B - DECD and State Single Audit Submission Requirements** 11-16
BACKGROUND

**Applicant Description:** The Town of Greenwich is located in the southwest corner of Connecticut. According to the Connecticut Town Profiles for 2010-2014, the town has a total population of approximately 62,141. It is located in Fairfield County and has a land area of 48 square miles. The Town of Greenwich was incorporated in 1640. Greenwich is located in Fairfield County, in Southwestern Connecticut. It is a part of the Southwestern Economic Development Region and the Southwestern Planning Area. The Town has a Selectman form of government and is approximately 48 square miles long with an estimated population of 61,141 residents. It is part of the Bridgeport-Stamford Labor Market Area (LMA).

Founded in 1912, the Bruce Museum of Arts and Science is one of the only museums in the United States dedicated to the collection and exhibition of both the natural sciences and the visual arts. Since its founding, the Museum’s mission has been “to bridge the arts and sciences for people of all ages and cultures to foster learning and to preserve the past for the future.” The Bruce Museum collections consist of fine art, decorative art and natural science objects.

**Project Description:** This $750,000 Capital Improvements Act grant to the Town of Greenwich will provide a grant-in-aid to finance the renovation of existing, or construction of new, exhibition areas, teaching spaces and the science gallery at the Bruce Museum.

SOURCE AND USE OF FUNDS

**Sources of Funds**

<table>
<thead>
<tr>
<th>Department of Econ. and Comm. Develop. – Capital Improvements, PA 07-7, JSS, Sec. 13(e)(2)</th>
<th>$750,000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$750,000</strong></td>
</tr>
</tbody>
</table>

**Use of Funds**

| Construction | $745,000 |
| Administration – DECD Legal Costs | $5,000 |
| **Total** | **$750,000** |

*The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal is based upon the commitment of Town of Greenwich (hereafter, the "Applicant"), to implement the project as described herein. The State of Connecticut, acting through the Department of Economic and Community Development (hereafter, “DECD”) and under the provisions of the Capital Improvements, PA 07-7, JSS, Sec. 13(e)(2) proposes a financial assistance package consisting of a grant in the total amount of $750,000. DECD financial assistance shall not exceed $750,000 as described in this proposal and as set forth in the most recently approved Project...
Financing Plan and Budget. The components of this financial assistance are outlined below:

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Town of Greenwich</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECD Financing:</td>
<td>$750,000 Grant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount and Use of DECD Funds:</th>
<th>$745,000 Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 5,000 Administration</td>
</tr>
<tr>
<td></td>
<td>$750,000 TOTAL</td>
</tr>
</tbody>
</table>

**PROPERTY RESTRICTIONS**

The Applicant represents that the Bruce Museum property at 1 Museum Drive, Greenwich, Connecticut is located within Bruce Park, a Town of Greenwich park. The tract that encompasses the Bruce Museum property was deeded to the Town of Greenwich by Robert M. Bruce on the conditions that the property shall be forever used for the purposes of a public park and that existing building be used as a museum, which conditions are still existing and is recorded in the Town of Greenwich Land Records at Volume 123 Pages 162-165. The Applicant has no pending or contemplated action to try to change that condition of the deed.

**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, 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).

**Environmental Condition of the Real Property**
As determined by DECD, the 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 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/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.

**CONSTRUCTION COMPLIANCE**

The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All
submissions are subject to review, comment, and/or approval by the DECD’s Office of Financial Review and Special Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a total project cost of $250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. In these cases, it will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting and construction monitoring Requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; f) payment requisitions and change orders.

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.

**ADMINISTRATIVE AND PROJECT MONITORING PLAN**

The Applicant 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.

**REPORTING**

**Project Audit**

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule B). The audit shall be in accordance with the DECD Audit Guide (located at http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676) 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 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.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.
Project Financial Statements
The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures 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 ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the applicant, as necessary.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- Administrative and Project Monitoring Plan

PROJECT START/END DATE

For purposes of this proposal this project will have a start date of August 2, 2008, and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

EXPIRATION

The Applicant must accept this proposal no later than 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, violation of terms in other project documents. In addition to repayment in full of the funding, DECD’s remedies may include, but not be limited to, the ability to collect an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, 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 attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid DECD’s legal fees.
LABOR COMPLIANCE

Nondiscrimination
The Applicant will comply with Connecticut General Statutes section 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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.

The Applicant will comply with Connecticut General Statutes section 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

Affirmative Action
The Applicant will comply with Connecticut General Statutes Section 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Order Number Three
The Applicant will comply with Executive Order Number Three, which gives the State Labor Commissioner continuing jurisdiction over Agreement performance in regard to nondiscrimination. It empowers the State Labor Commissioner to cancel, terminate or suspend the Assistance Agreement for violation of or noncompliance with the order or any state or federal law concerning nondiscrimination. http://www.cslib.org/exeorder3.htm

Executive Order Number Sixteen

Executive Order Number Seventeen
The Applicant will comply with Executive Order Number Seventeen, which gives the State Labor Commissioner and DECD joint and several jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service. http://www.cslib.org/exeorder17.htm

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

• The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement
thereto or amendment thereof, or thereafter in the agreement, or with respect to any
document furnished in connection with the project; or
• The Applicant shall have abandoned or terminated the project, or made or sustained
any material adverse change in its financial stability and structure, or shall have
otherwise breached any condition or covenant, material or not, in this proposal and/or
thereafter in the agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant acknowledges that the obligation of DECD to provide the financial
assistance set forth herein is subject to the normal State approval process, including but
not limited to approval by the State Bond Commission, and may be subject to review and
approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions
established by DECD for financial assistance under the Capital Improvements, PA 07-7,
JSS, Sec. 13(e)(2) of the Connecticut General Statutes. The Applicant will enter into an
Assistance Agreement with the State of Connecticut, acting through DECD, which will
contain but not be limited to provisions of this proposal, and set forth the terms and
conditions of the state financial assistance, and will execute and/or deliver such other
documents, agreements, and instruments as DECD may require in connection with the
State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State
shall not be bound until a contract has all approvals required by law, and is executed in
accordance with all applicable State procedures.

SPECIAL CONDITIONS

The Applicant will be required to enter into a written Pass-Through Agreement with the
Bruce Museum Inc. The Applicant will also, upon request from DECD, assign its written
agreements with the Bruce Museum Inc. to the DECD.
DECD CONTACTS

**Project Manager:** Your Project Manager is responsible for coordinating all aspects of your project as it moves forward. Please consider the development manager as your main point of contact throughout the life of your project.

Contact: Vincent Lee  
Phone #: 860.270.8144

**Director:** Your Director is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Nelson Tereso  
Phone #: 860.270.8213
CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the municipality over the life of the agreement. This is not an attempt to define all of the terms and conditions as outlined in this proposal, but to provide a snapshot of the requirements.

<table>
<thead>
<tr>
<th>General Requirement</th>
<th>Comment</th>
<th>Y</th>
<th>E</th>
<th>A</th>
<th>R</th>
<th>S</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Single Audit (if applicable for non-profits/municipalities) – See Schedule B</td>
<td>Due within 180 days of FYE until all project funds are expended</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unaudited balance sheet and Cumulative Statement of Program costs</td>
<td>Due within ninety (90) days after the expiration date of the Project Budget</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Reports</td>
<td>Due upon request</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Applicant Initials  Date
The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

* Application
* Project Financing Plan and Budget
* Corporate Resolution
* Nondiscrimination Certification

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

State of Connecticut
Department of Economic and Community Development
Office of Capital Projects
505 Hudson Street
Hartford, CT 06106

Attn: Vincent Lee
3rd Floor
SCHEDULE A

Schedule of Submissions and Approvals required for State Assistance
The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD 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 DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:
- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

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

Submissions to DECD Upon Completion of Construction:
- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As Builts)
- 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)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor’s Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage cannot be paid until 91 days after the date on the Certificate of Substantial Completion.
SCHEDULE B

TO: Municipal or Nonprofit Agency Grantee – DECD Program

FROM: Donald Lapointe, Supervising Accountant
Office of Financial Review

SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such nonstate entity beginning on or after July 1, 2009, shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

Copies of the state single audit report package must be filed with the state grantor agencies, the cognizant agency and pass-through agencies (if applicable). Submission of the report package must be made within 30 days of completion of the audit report, if possible, but no later than six months after the end of the audit period. For recipients with a June 30, 2005 fiscal year end, the filing deadline is December 31, 2005. Cognizant agencies must be notified of the Independent Auditor appointed to conduct the audit. Such notification must be made not later than thirty days before the end of the fiscal year of the entity to be audited.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. The Dept. of Economic & Community Development is the cognizant agency for Housing Authorities. Your Cognizant Agency has the authority under C.G.S. Section 7-393 and State Single Audit Regulations to grant an extension for filing an audit report past the statutory deadline. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity’s accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency, each State agency that provides funding to you, such as the Dept. of Economic & Community Development, and pass-through agencies (if applicable):

1. The Audit Report on the Financial Statements of the auditee
2. State Single Audit Report or program-specific audit report (if applicable)
3. Federal Single Audit Report (if applicable)
4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)

The DECD requires that the DECD Audit Guide must be used in conjunction with a State Single Audit of DECD programs. The only additional requirements are that the DECD programs be tested for compliance with laws and regulations using the compliance supplements contained in Appendix A of this guide and that the financial statement format outlined in Exhibit 4-2 of the guide be followed. The DECD Consolidated Audit Guide for DECD Programs is available at the following Website: http://www.ct.gov/ecd under Miscellaneous Publications.

State Single Audit Regulation Sec. 4-236-28, states, “In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, state agencies shall consider appropriate sanctions concerning the program including but not limited to:

(a) withholding a percentage of awards until the audit is completed satisfactorily;
(b) withholding or disallowing overhead costs; or
(c) suspending state awards until the audit is completed”.

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than $1,000 but not more than $10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – [DECD, Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106]:

- Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion deadline but no later than the filing period deadline),
OR
- State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)

File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:

- Auditor Notification Form (submit no later than thirty days before the end of the fiscal year of the entity to be audited)
- Extension Request For Filing Financial and State Single Audits if the audit cannot be filed by the due date (submit at least 30 days prior to the end of the six-month filing period)
• Complete Audit Reporting Package if subject to filing State Single Audit (submit within 30 days of completion but no later than the filing period deadline),
• State Single Audit Exemption Notification Form (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)

If you have any questions please contact Steve Pons at (860) 270-8209.

Thank you for your attention to these matters.

Attachments:

• Extension Request for Filing Financial and State Single Audit Form
• Appointment of Auditor Notification Form
• State Single Audit Filing Exemption Notification Form
EXTENSION REQUEST FOR FILING
FINANCIAL AND STATE SINGLE AUDITS

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, a ___________ day extension
(Number of days)*
for filing the __/__/____ Audited Financial Statements____ State Single Audit____ is
(Fiscal Year Ended)
requested until __/__/____ for ________________
(New filing date)
(Name of entity)

Entity Federal Employer Identification Number (FEIN): ____________________________

Entity Address______________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Contact Person & Title______________________________________________________

Telephone (__)____________ Facsimile (__)________ Email ______________________

Special Reasons For the Request:

List State Agency(s) providing funds
(To be completed by entity receiving funds)
________________________________________________________

Requested by:
Independent Accountant or Accounting Firm
________________________________________________________

Address _________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Telephone (__)____________ Facsimile (__)________ Email ______________________

Independent Auditor’s Signature Date Auditee CEO’s Signature Date

Mail or Fax (860) 418-6493 To OPM at least 30 days prior to the end of the 6-month filing period.

FOR OPM ACTION ONLY

Extension Approved _____ Denied _____ Date __/__/____ For OPM_______________

Date Auditor Notified: __/__/____ Date State Agencies Notified: __/__/____

Comments _________________________________________________________________

* Requests for extensions should not exceed 30 days per request.
http://www.opm.state.ct.us/igp/services/Audits.htm
To: Office of Policy and Management  
Intergovernmental Policy Division  
Municipal Finance Services  
450 Capitol Avenue – MS-54MFS  
Hartford, Connecticut 06106-1308  
Tel.(860) 418-6400 Fax (860) 418-6493 E-Mail lori.stevenson@po.state.ct.us

From: Entity Name__________________________________________________  
Entity Address______________________________________________________  
_______________________________________Zip________  
Federal Employer Identification Number (FEIN) ____________________________  
Chief Fiscal Officer (Municipal) ________________________________________  
Executive Director (Nonprofit) _________________________________________  
Telephone (with area code)______________Facsimile______________________  
Internet E-Mail Address______________________________________________  
Chair, Board of Directors (Nonprofit) ____________________________________  
Telephone Number of Bd. Chairman ______________________________  

The following information is furnished in compliance with Connecticut General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:

Name ________________________________________________________________  
Address ________________________________________________________________  
____________________________________________________________Zip________  
State of CT Board of Accountancy CPA Firm Permit to Practice Number _____________  
Contact Person & Title ________________________________________________  
Telephone (with area code)______________Facsimile______________________  
Internet E-Mail Address ________________________________________________

2. Fiscal Period(s) of Audit From _____To _____, From _____To _____

3. Appointment Date of Auditor____________

4. Name/Title of Appointing Authority____________________________________

http://www.opm.state.ct.us/igp/services/Audits.htm

[ORGANIZATION’S LETTERHEAD]
STATE SINGLE AUDIT
FILING EXEMPTION NOTIFICATION

Date: ____________________

Lori Stevenson, Executive Secretary
Municipal Finance Services
Office of Policy and Management
450 Capitol Avenue MS#54MFS
Hartford, CT 06106-1308

Dear Ms. Stevenson,

This letter is to inform the Office of Policy and Management that for our fiscal year, which ended ____________________, the total expenditures of State financial assistance was less than $300,000 for any fiscal year beginning on or after July 1, 2009. Total expenditures of State Financial Assistance for all programs was $__________________.

Based on the guidelines of C.G.S. 4-231(b), we are exempt from filing a State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person: __________________________________________________________
Name of Nonprofit: _______________________________________________________
Address: _______________________________________________________________
________________________________________________________ Zip ______
Telephone: (____)______________ Facsimile (___)_________ Email________________________

Very truly yours,

______________________________ ______________________________
Chief Executive Officer Chief Financial Officer

cc: Donald Lapointe, Supervising Accountant
Office of Financial Review
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

This form may be returned to OPM by facsimile (860) 418-6493 and DECD by facsimile (860) 270-8200.
http://www.opm.state.ct.us/igp/services/Audits.htm
Town Of Greenwich
Request Form For Budget Adjustments

Department & Division: BOE

Action Requested: Release of Conditions

Date of Submission: May 10, 2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z</td>
<td>680</td>
<td>59560</td>
<td>Cardinal Stadium Turf Repl</td>
<td>850,000</td>
</tr>
</tbody>
</table>

Justification of Request:

As part of the 2016-2017 Capital Budget, on page #64 of the BET Proposed Budget, 2016-2017 Budget Conditions, #6, the "Replacement of artificial turf at Cardinal Stadium". This was subject to release by the Board of Estimate and Taxation upon the BOE reporting to the BET upon receipt and acceptance of evidence that the Board of Education, Board of Health and the Department of Parks have considered and agreed on the product to be used.

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: ________________ Comptroller: ________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

Vote ________________ Clerk of the Board: ________________

Email this form as a PDF along with any supporting documentation (in PDF Format)
Dear Chairperson Erickson and Members of the Board:

The Turf Committee has six members with expertise in the usage and maintenance of the Greenwich Cardinal Stadium field.

- Tim Coughlin, Town of Greenwich, Turf Manager
- Gus Lindine, Greenwich Public Schools, Athletic Director
- Michael Long, Town of Greenwich, Director of Environmental Services
- Ronald Matte, Greenwich Public Schools, Director of School Facilities
- Lil Perrone, Greenwich Public Schools, Physical Education Coordinator
- Susan Snyder, Town of Greenwich, Director of Recreation

Each member of the committee has an equal vote and ability to discuss and sway other members. In considering the field replacement, options we weighed: the health concerns, the ongoing maintenance expenses, the playability and the acquisition costs.

The Turf Committee members have met, evaluated bids, and reached a decision as to the vendor and infill and related alternates.

I have attached the bid tabulation to this letter and labeled it Attachment #1.

- The Total Base Bid was for crumb rubber infill
- Alternate #1 is a drainage mat that was eliminated as an alternate and made part of the base bid by addendum to the bid.
- Alternate #2 is a black EPDM rubber in lieu of crumb rubber. The rubber in this alternate is not recycled.
- Alternate #3 is a green EPDM rubber in lieu of crumb rubber. The rubber in this alternate is also not recycled and green refers to the color and does not qualify the content.
- Alternate #4 is a coconut shell and sand mixture in lieu of the crumb rubber
- Alternate #5 is a quartz sand with a Microban acrylic coating in lieu of crumb rubber.
- Alternate #6 is a deduction for rubberized surfacing materials in the "D-Zone." In order to improve the utility of the stadium, the Athletic Director requested the movement of the shotput area and moving the pole-vault and long jump into D-Zone. The base bid includes rubberized D-zones, and the deduction is for limits the rubberized surfaces to the competition areas.
- Alternate #7 is to install new lacrosse netting with required mounting elements.
- Alternate #8 is to supply and install new goal posts.

We met with the presumptive low bidder via telephone and we were able to pre-qualify him as the low bidder and capable of performing the work in the allotted time. A full scope review will take place on May 12. We had to work the alternates into our budget to provide Greenwich with the best value within the allotted budget.

Based on budget our selections were:
a) Base bid with alternate #6, #7 and #8  
b) Base bid with alternates #4, and #6  
c) Base bid with alternate #5 and #6  

The Committee eliminated option b, coconut shell and sand infill, because of maintenance considerations over the projected 10-year life of the field. We felt the best value to the Town was option a, “crumb rubber”, because it provided the most features. We have reviewed Health Department reports and found no credible peer-reviewed evidence to support the claim of crumb rubber being dangerous (Ginsberg et. al., 2011). We used the Greenwich, Department of Health and the Connecticut State, Department of Health as our guide for the health effects of the various turf infills.

However, we realize that crumb rubber has a negative connotation with some in the Greenwich community. Thus, the decision to use crumb rubber may cause a delay in implementing the project which, could result in a more expensive replacement next year. In the interest of moving this project forward we have selected option c, Environfill. Environfill is acrylic coated quartz sand, which does have benefits over crumb rubber. The most notable benefit is that it can be reused when it is time to replace the turf. In today’s dollar, that is an estimated $85,000 savings to the taxpayer of Greenwich.

Respectfully Submitted,  
Tim Coughlin, Town of Greenwich, Turf Manager  
Gus Lindine, Greenwich Public Schools, Athletic Director  
Michael Long, Town of Greenwich, Director of Environmental Services  
Ronald Matten, Greenwich Public Schools, Director of School Facilities  
Lil Perrone, Greenwich Public Schools, Physical Education Coordinator  
Susan Snyder, Town of Greenwich, Director of Recreation

Reference:  
## REvised Bid Results for:
### Bid Number 2057-16 Synthetic Turf Replacement at GHS

**Bid Opening Date:** 4/27/16  
**Bid Opening Time:** 11:00 a.m.

<table>
<thead>
<tr>
<th>#</th>
<th>Company Name</th>
<th>Base</th>
<th>Total Base</th>
<th>Alternate #1</th>
<th>Alternate #2</th>
<th>Alternate #3</th>
<th>Alternate #4</th>
<th>Alternate #5</th>
<th>Alternate #6</th>
<th>Alternate #7</th>
<th>Alternate #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sport-Tech Construction Corp.</td>
<td>$946,947.00</td>
<td>$966,947.00</td>
<td>Not Applicable</td>
<td>$144,800.00</td>
<td>$305,000.00</td>
<td>$75,900.00</td>
<td>$212,590.00</td>
<td>$43,000.00</td>
<td>$43,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2</td>
<td>RAD Sports</td>
<td>$894,700.00</td>
<td>$914,700.00</td>
<td>Not Applicable</td>
<td>$34,100.00</td>
<td>$279,580.00</td>
<td>$54,450.00</td>
<td>$149,600.00</td>
<td>$40,200.00</td>
<td>$34,900.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>3</td>
<td>FieldTurf USA, Inc.</td>
<td>$912,620.00</td>
<td>$932,620.00</td>
<td>Not Applicable</td>
<td>$96,276.00</td>
<td>$400,172.00</td>
<td>$78,946.00</td>
<td>$182,924.00</td>
<td>$40,200.00</td>
<td>$32,250.00</td>
<td>$19,886.00</td>
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<tr>
<td>4</td>
<td>A-Turf, Inc.</td>
<td>$837,900.00</td>
<td>$857,900.00</td>
<td>Not Applicable</td>
<td>$40,400.00</td>
<td>$181,800.00</td>
<td>$91,700.00</td>
<td>$285,000.00</td>
<td>$42,000.00</td>
<td>$39,000.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>5</td>
<td>The LandTek Group, Inc.</td>
<td>$835,000.00</td>
<td>$855,000.00</td>
<td>Not Applicable</td>
<td>$98,000.00</td>
<td>$410,000.00</td>
<td>$80,000.00</td>
<td>$185,000.00</td>
<td>$44,000.00</td>
<td>$30,000.00</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>6</td>
<td>Spinturf, LLC</td>
<td>$750,000.00</td>
<td>$770,000.00</td>
<td>Not Applicable</td>
<td>$105,600.00</td>
<td>$193,450.00</td>
<td>$72,750.00</td>
<td>$100,200.00</td>
<td>$44,900.00</td>
<td>$33,000.00</td>
<td>$18,550.00</td>
</tr>
</tbody>
</table>

### Pending

**Description of Alternates**

**Alternate #1:** Not Applicable

**Alternate #2:** The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to BLACK EPDM Rubber Infill system in lieu of the SBR Rubber Infill system.

**Alternate #3:** The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to GREEN EPDM Rubber Infill system in lieu of the SBR Rubber Infill system.

**Alternate #4:** The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to provide and install a GEOFILL Infill system or Equal AND a 10 mm shock pad as specified in section 32 1823 in lieu of the SBR Rubber Infill

**Alternate #5:** The Contractor shall state the amount to be ADDED TO the Base Bid to provide, furnish and install all labor, equipment and material required to provide and install an ENVIROFIL Infill system or Equal AND a 23 mm shock pad.

**Alternate #6:** The Contractor shall state the amount to be DEDUCTED FROM the Base Bid to eliminate all track surfacing material in the northerly D Zone except for the material needed to construct the runways for both field events as detailed on the drawings. There shall be no color coating of the new asphalt.

**Alternate #7:** The Contractor shall state the amount to be ADDED TO the Base Bid to furnish and install all labor, equipment and material required to provide and install a 10 foot high lacrosse netting in sleeves, as indicated on the drawings and as herein specified

**Alternate #8:** The Contractor shall state the amount to be ADDED TO the Base Bid to furnish and install all labor, equipment and material required to provide and install two new high school football goal posts, including removal and disposal of existing goal posts and footings, all as indicated on the drawings and as here unspecified included in this alternate
Contents

Cover Letter 1

Maintenance Cost Delta for Organic Infill Chart 3

Duke University, School of Medicine Assessment 4

US Greentech Letter to Millbrook Owners 6

Laboratory Analysis, Envirofill 7

Heavy Metal Laboratory Testing, Envirofill 9

Dow Chemical, No Phthalates Letter 19

Laboratory Testing Greenplay 20

MSDS Sheet for Greenplay 31

Email correspondence with Dr. Gary Ginsburg, PHD, Connecticut DOH 33
Ronald Matten  
Director of Facilities

May 23, 2016

Dear Chairperson Erickson and Members of the Board:

Members of the Turf Committee have spent the last two weeks verifying and evaluating the data that has been supplied to us by our consultants. I contacted the Greenplay representative Dominic Carapella to discuss Greenplay’s maintenance procedures. Mr. Carapella told me that he is planning a rewrite of his procedures because the published procedures are too intensive and not required in this area of the country.

I reached out to area schools that currently use Greenplay or a similar product. Unfortunately Greenplay is a relatively new company, incorporated October 14, 2015, and there are no current local installs. However, Greenplay is a successor to a company called Limonta Sports Turf USA. There are two relatively close installs, Brunswick School and Riverdale Country School. The Brunswick install was completed in August 2015 and does not have a long enough history to properly evaluate the maintenance needs. Riverdale has had their Limonta infill since 2009.

First, I would like to say that Riverdale and Brunswick were complimentary of the organic infill. I spoke at length with Carlos Moncada, Head of Grounds for the Riverdale Country School. According to Carlos, there is some additional maintenance required for Riverdale’s infill. Since 2009 they have added on average 8.8 tons of infill per year. This is in alignment with the recommendations of our landscape architect. Tim Coughlin, Turf Manager for Greenwich Parks and Recreation also spent additional time discussing Greenplay’s maintenance needs with Mr. Carapella. I have attached a table which predicts the additional cost of maintenance of the organic infill over the eight year life of the field. Our current field has been in play for twelve years, but the turf is only warranted for eight.

Organic infill’s regular maintenance is estimated at two hours a week over the 40 weeks of use. This extra monitoring is not required for crumb rubber or Envirofill. The hourly rate of pay is from the current Collective Bargaining Agreement at straight time. Special maintenance is the extra watering that is needed for organic infill and not required for crumb rubber or Envirofill. Carlos from Riverdale stated that they water their field whenever the temperature is above 90 degrees Fahrenheit. Over the last five years, we have had on average 17 days per year that were above 90 degrees Fahrenheit. The annual specialized maintenance is the addition of infill. Riverdale uses about 5 bags of fill per year. Each bag
weighs 1740 pounds. We do not own the equipment needed to add the infill. Park and Recreation Department would rather outsource it at $3,500. The cost of the infill is about $900 a bag. The equipment cost listed is for our regular in-house maintenance watering and grooming.

The effort and cost of maintaining Envirofill is the same as crumb rubber. Envirofill could be managed by our current workforce with the same skill level. No additional training or equipment is necessary. I contacted Tatum ISD in Tatum Texas, Anderson Township Park District in Ohio and Greenwich Country Day School. They were all happy with Envorofill fields and confirmed the maintenance is equivalent with what our Parks and Recreation Department is currently doing in maintaining the fields with crumb rubber infill. New York City Department of Parks and recreation has endorsed Envirofill as their alternative to crumb rubber. Like the Brunswick School, NYC’s installations are too new to evaluate maintenance costs.

I contacted Gary Ginsburg, PhD from the Connecticut State Department of Health and asked him to evaluate both Greenplay and Envirofill based on the data we had available. Both products appear to have no health risks, but it was difficult to make that assessment without more details on how the tests were performed. This was true for both products. He did express a possible concern over the coconut shell and cork. He stated that it was possible that the organic product could be an inhaled irritant when it broke down. Admittedly, more study would be needed to place any certainty on that statement. I asked if he could confirm if the acrylic coating presents any health risks He stated that the acrylic used in Envrofill would not be safe if it contained phthalates. I have attached a letter from Dow Chemical indicating that phthalates are not used in Envirofill. I have attached my correspondence with Dr. Ginsburg for your review.

I believe that the Turf Committee properly vetted all products for safety, suitability and cost. I welcome any questions.

Respectfully submitted,

Ronald Matten
Director of Facilities
Greenwich Public Schools
## Maintenance Cost Delta for Organic Infill

### Regular Maintenance

<table>
<thead>
<tr>
<th>Weekly Hours</th>
<th>Straight Rate 2015</th>
<th>Active Field Weeks</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>31.65</td>
<td>40</td>
<td>2,532</td>
</tr>
</tbody>
</table>

### Specialized Maintenance

<table>
<thead>
<tr>
<th>Per Occurrence Hours</th>
<th>Straight Rate 2015</th>
<th>Average Days &gt; 90DF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>31.65</td>
<td>17</td>
<td>3,766</td>
</tr>
</tbody>
</table>

### Annual Specialized Maintenance

<table>
<thead>
<tr>
<th>Material</th>
<th>Outsourced Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,500</td>
<td>3,500</td>
</tr>
</tbody>
</table>

| Total                  | 8,000              |

### Total Yearly Additional Costs

| Total Additional Maintenance Cost over 8 year life | 114,387 |

### Equipment Cost Delta for Organic Infill

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kifco Water Wheel</td>
<td>3,100</td>
</tr>
<tr>
<td>Geo Groom Groomer</td>
<td>6,000</td>
</tr>
</tbody>
</table>

| Total One Time Equipment Costs | 9,100   |

| Total Additional Costs for Organic Infill | 123,487 |
Mr. Bret Day  
USGreentech  
3607 Church St.  
Cincinnati, Ohio 45244

Dear Mr. Day:

I have completed my toxicological evaluation on your product #SAND, described under the following brand name(s):

ENVIROFILL

This evaluation includes an evaluation for labeling as required under the Federal Hazardous Substances Act for acute health hazards and it is done in conformance with the American Society for Testing and Materials Practice D4236, Labeling of Art Materials for Chronic Health Hazards. This practice has been adopted into law as part of the Federal Hazardous Substances Act administered by the Consumer Product Safety Commission (CPSC) as the Labeling of Hazardous Art Materials Act (LHAMA). The toxicological procedures we use have been reviewed by the California Department of Health Services (CDHS) and the Health Science Directorate of CPSC. CDHS has found that the exposure presumptions we use are conservative.

In assessing whether or not a product is potentially hazardous, we look at the toxicity of the various ingredients, projecting the results to the product as a whole. If interactive effects are expected, these are taken into account.

For liquids, we presume that a 10 kg child will ingest or come into skin contact with 5 gm/kg of the material acutely (or the product size, if less) or 1 gram/day chronically for life. For solids, we presume that exposure will be to 1 gm/kg acutely (or the product size if less) and 0.1 gm/day chronically for life. For markers we assume that 2 cm of line can get into the line and that 25 cm of line will be absorbed each day. We assume that 100% of any vapor or aerosol is absorbed. We
use the following safety factors or limits in determining whether or not a product would require acute or chronic health hazard labeling:

<table>
<thead>
<tr>
<th>Effect</th>
<th>Safety Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acute effects (from inhalation, skin or gastrointestinal absorption):</td>
<td>10-100x</td>
</tr>
<tr>
<td>Eye irritation (Draize or equivalent)</td>
<td>less than mild</td>
</tr>
<tr>
<td>Skin irritation (Draize)</td>
<td>mild</td>
</tr>
<tr>
<td>Chronic health effects</td>
<td>100-1000x</td>
</tr>
</tbody>
</table>

For reproductive toxicants, we defer to California's Office of Environmental Health Hazard Assessment (OEHHA) published maximum allowable daily levels or, if they are not available, use an uncertainty factor of 1000 on the no effect level. For potential carcinogenic contaminants we defer to OEHHA's no significant risk levels. When these have not been developed, we use a quantitative risk assessment approach using 10-6 risk at the 95% upper bound of a multistage model as being acceptable.

I require bioavailability testing of consumer products or ingredients of concern for potential toxins. Synthetic intestinal or gastric juice is used for amines and metals and aerodynamic diameter measurement is used for dusty materials. If no bioavailability test method has been developed, quantitative testing is used (such as for PCBs and hexachlorobenzene).

Any talc in this product(s) has been analyzed for asbestos by TEM/X-ray diffraction and no detectable asbestos was found.

I have completed this type of toxicological evaluation of the products in which you are interested. I have found no hazardous component or contaminant level or effect of the products themselves that would require acute or chronic hazard labeling to conform with ASTM D4236, the Labeling for Hazardous Art Materials Act, 16 CFR 1500.14(B)(8) (LHAMA regulations under the FHSA) or the Federal Hazardous Substances Act. Your products are classified as NOT being toxic, corrosive, skin/eye irritants, or a strong sensitizer as defined in 16 CFR 1500.3(b)(5), and 1500.3(b)(7) – (9) of the Federal Hazardous Substances Act. My evaluation is in accord with the 1984 CPSC Policy Statement on Animal Testing. Your product(s) does not require labeling under California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Your products do not contain hazardous substances when evaluated under ASTM F963.8.2.

I hope this information is useful to you.

Sincerely,

[Signature]

Woodhall Stopford, MD, MSPH
Signed on 03/21/2011
Durham, NC
Greenwich Board of Education and Turf Committee
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

May 11th, 2016

Dear Greenwich Board of Education and Turf Committee,

It has been brought to the attention of USGreentech, the manufacturer and supplier of Envirofill, that the Greenwich community is considering utilizing our product in their upcoming synthetic turf project. A letter from David Zadik, President of the Milbrook Owners Association, was shared with our team and we are writing to address the concerns brought forth by Mr. Zadik and the MOA. In Mr. Zadik’s letter he expresses concern around the chemical composition of Envirofill; specifically, the use of an antimicrobial agent in the acrylic polymer coating.

Envirofill is comprised of an acrylic polymer, quartz, pigment and Microban antimicrobial technology and has been manufactured for use in synthetic turf since 2005. Each component of Envirofill has been carefully selected and tested, including Microban. The application of Microban is an infusion into the coating’s polymer structure and is a non-soluble, non-topical application. It represents a level 100 times less than the suggested acceptable safe level by the US EPA. Our use of Microban is to inhibit the growth of bacteria within the dark, damp infill profile of a synthetic turf system. It should be noted Microban is optional and can be excluded from the manufacturing process.

Accompanying this letter, you will find Envirofill’s EN-71 test results that indicate a less than detectable level of heavy metal content and a toxicological review conducted by Duke University that concludes Envirofill is non-toxic.

Envirofill’s composition is safe for use in Greenwich’s upcoming synthetic turf project. It’s careful, controlled composition, proven track record with 100+ sports field applications in the US, and limited maintenance requirements create an ideal fit.

If the USGreentech team can answer any additional questions, please let us know.

Sincerely,

Stephen Torbeck, Sports System Consultant
USGreentech, LLC
Sample Information

<table>
<thead>
<tr>
<th>Lab Report</th>
<th>Result</th>
<th>MDL</th>
<th>Method</th>
<th>Date</th>
<th>Time</th>
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Matrix Interference

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<th>SPLP Metals</th>
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<th>Method</th>
<th>Date</th>
<th>Time</th>
<th>Analyst</th>
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</table>

QA/QC Procedures required by the Method(s) were followed unless otherwise noted. Performance and acceptance standards for required NELAC QA/QC procedures were achieved unless otherwise noted. No significant modifications have been made to the Method(s). I attest that, based upon my inquiry of those individuals immediately responsible for reviewing the information, the material contained in this report is, to the best of my knowledge and belief, accurate and complete.

These results relate only to the items tested. This report shall not be reproduced except in full and with permission of this laboratory. The laboratory retains sole ownership of data until full reimbursement has been made.

Report approved by: ____________________________

Revised

Thursday, November 17, 2011
Project Information

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<th>Envirofill Infill Heavy Metals Analysis</th>
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<tr>
<td>Date</td>
<td>April 12, 2016</td>
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<td>Job no.</td>
<td>90796/882</td>
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<td>Report Status</td>
<td>Final</td>
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<tr>
<td>Prepared by</td>
<td>Jeffrey Gentile Laboratory Director</td>
</tr>
<tr>
<td>Checked by</td>
<td>Kieran O’Donnell Field Operation Manager</td>
</tr>
</tbody>
</table>

Notes:
1. This report has been prepared by Sports Labs USA with all reasonable skill, care and diligence within the terms of the contract with the Client and within the limitations of the resources devoted to it.
2. This report is confidential to the Client and Sports Labs USA accepts no responsibility whatsoever to third parties to whom this report, or any part thereof, is made known. Any such party relies upon the report at their own risk.
3. This report shall not be used for engineering or contractual purposes unless signed by the Author and the Checker and unless the report status is “Final.”

Standard / Regulation:
The STC suggests that any toxicological test and analysis of infill for synthetic turf fields be performed according to European Standard EN 71-3 – Safety of Toys Part 3: Migration of certain elements. The analytical method for each metal can be found in the results table below.

Requirements:
The target detection limits for each metal can be found in the results table below. The limits shown are per European Standard EN 71-3 – Safety of Toys Part 3: Migration of certain elements.

Results:
All results were found to be below the limit criteria referenced above.
Results Table:

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<tr>
<th>Analyte</th>
<th>Analytical Method</th>
<th>*Target Detection Limit (mg/kg)</th>
<th>Sample Detection Limit (SDL) Based Result</th>
<th>PASS / FAIL</th>
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<td>Aluminum</td>
<td>NF EN ISO 11885</td>
<td>70,000</td>
<td>&lt; 50 mg/kg</td>
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<tr>
<td>Antimony</td>
<td>NF EN ISO 11885</td>
<td>560</td>
<td>&lt; 10 mg/kg</td>
<td>PASS</td>
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<td>Arsenic</td>
<td>NF EN ISO 11885</td>
<td>47</td>
<td>&lt; 5 mg/kg</td>
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<tr>
<td>Barium</td>
<td>NF EN ISO 11885</td>
<td>18,750</td>
<td>&lt; 50 mg/kg</td>
<td>PASS</td>
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<tr>
<td>Boron</td>
<td>NF EN ISO 11885</td>
<td>15,000</td>
<td>&lt; 50 mg/kg</td>
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<td>Cadmium</td>
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<td>&lt; 1 mg/kg</td>
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<tr>
<td>Chromium III</td>
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<td>NF T 90-043</td>
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<td>Cobalt</td>
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<td>Lead</td>
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<td>Nickel</td>
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<tr>
<td>Strontium</td>
<td>NF EN ISO 17294-1 et 2</td>
<td>56,000</td>
<td>&lt; 50 mg/kg</td>
<td>PASS</td>
</tr>
<tr>
<td>Extractable Tin (Sn)</td>
<td>NF EN ISO 17294-1 et 2</td>
<td>180,000</td>
<td>&lt; 50 mg/kg</td>
<td>PASS</td>
</tr>
<tr>
<td>Extractable Organic Tin</td>
<td>NF EN ISO 17294-1 et 2</td>
<td>12</td>
<td>&lt; 0.2 mg/kg</td>
<td>PASS</td>
</tr>
<tr>
<td>Zinc</td>
<td>NF EN ISO 17294-1 et 2</td>
<td>46,000</td>
<td>&lt; 50 mg/kg</td>
<td>PASS</td>
</tr>
</tbody>
</table>

*Limits per European Standard EN 71-3 – Safety of Toys Part 3: Migration of certain elements.
Safety Data Sheet (SDS)
OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 06/15/2015 Reviewed on 06/02/2015

1 Identification

- **Product identifier**
  - **Trade name:** Envirofill
- **Relevant identified uses of the substance or mixture and uses advised against**
- **Product description** Infill for synthetic / artificial turf
- **Details of the supplier of the safety data sheet**
  - **Manufacturer/Supplier:** USGreentech, LLC
    3607 Church Street
    Cincinnati, OH 45244
    (800) 548-0402 For Product Information
  - **Emergency telephone number:** (800) 548-0402

2 Hazard(s) identification

- **Classification of the substance or mixture**
  The substance is not classified according to the Globally Harmonized System (GHS).
  - **Additional information:**
    COMPOSITION NOTE: This product consists of silicon dioxide coated with an acrylic polymer. Although Envirofill® is composed primarily of Silica Sand (SIO2), and such sand is potentially a source of respirable dust, the sand particles in Envirofill® are thoroughly encapsulated in a coating which captures all dust and ingredients. Under normal circumstances, this prevents any normal release of silica dust to the workplace. An independent study was conducted by Duke University School of Medicine on this product and determined that this product does not contain hazardous substances when evaluated under ASTM F963.8.2. Further this product should be classified as NOT being toxic, corrosive, skin/eye irritants, or a strong sensitizer as defined in 16 CFR 1500.3(b)(5), and 1500.3(b)(7) – (9) of the Federal Hazardous Substances Act.

HAZARDS DISCLOSURE: This product does not contain known hazardous materials in reportable levels as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200 except as listed above. As defined under Sara 311 and 312, this product does not contain known hazardous materials.

- **Label elements**
  - **GHS label elements** Non-Regulated Material
  - **Hazard pictograms** Non-Regulated Material
  - **Signal word** Non-Regulated Material
  - **Hazard statements** Non-Regulated Material
  - **Unknown acute toxicity:**
    2 percent of the mixture consists of ingredient(s) of unknown toxicity.
  - **Classification system**
  - **NFPA ratings (scale 0 - 4)**
    - Health = 0
    - Fire = 0
    - Reactivity = 0
  - **HMIS-ratings (scale 0 - 4)**
    - HEALTH 0
    - FIRE 0
    - REACTIVITY 0

- **Hazard(s) not otherwise classified (HNOC):** None known

(Contd. on page 2)
Trade name: Envirofill

3 Composition/information on ingredients

- Chemical characterization: Mixtures
- Description: Mixture of substances listed below with nonhazardous additions.

<table>
<thead>
<tr>
<th>Dangerous Components:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAS: 14808-60-7 Silicon Dioxide</td>
</tr>
<tr>
<td>RTECS: VV 7330000</td>
</tr>
<tr>
<td>Carc. 1A, H350; STOT RE 1, H372; Acute Tox. 4, H332; STOT SE 3, H335; Eye Irrit. 2B, H320</td>
</tr>
<tr>
<td>&gt;98%</td>
</tr>
</tbody>
</table>

- Additional information:
  COMPOSITION NOTE: This product consists of silicon dioxide coated with an acrylic polymer. Although Envirofill® is composed primarily of Silica Sand (SIO2), and such sand is potentially a source of respirable dust, the sand particles in Envirofill ® are thoroughly encapsulated in a coating which captures all dust and ingredients. Under normal circumstances, this prevents any normal release of silica dust to the workplace. An independent study was conducted by Duke University School of Medicine on this product and determined that this product does not contain hazardous substances when evaluated under ASTM F963.8.2. Further this product should be classified as NOT being toxic, corrosive, skin/eye irritants, or a strong sensitizer as defined in 16 CFR 1500.3(b)(5), and 1500.3(b)(7) – (9) of the Federal Hazardous Substances Act.

4 First-aid measures

- Description of first aid measures
  - After inhalation:
    This product is not expected to generate dust under normal conditions. If dusts generated by this product are inhaled, remove contaminated individual to fresh air.
    If not breathing, give artificial respiration or give oxygen by trained personnel. Get immediate medical attention.
  - After skin contact:
    Generally the product does not irritate the skin.
    If skin irritation occurs, consult a doctor.
  - After eye contact:
    Rinse opened eye for at least 15 minutes under running water. If symptoms persist, consult a doctor.
    Could cause general eye irritation.
  - After swallowing:
    Routine use of this product is not expected to cause any situation which could lead to ingestion.
    If swallowed and symptoms occur, consult a doctor.

- Information for doctor:
  - Most important symptoms and effects, both acute and delayed: No further relevant information available.
  - Indication of any immediate medical attention and special treatment needed
    No further relevant information available.

5 Fire-fighting measures

- Extinguishing media
  - Suitable extinguishing agents:
    Use any standard agent – choose the one most appropriate for type of surrounding fire (Envirofill itself is not flammable).
  - Special hazards arising from the substance or mixture: No further relevant information available.
  - Advice for firefighters
  - Protective equipment:
    As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent), and full protective gear to prevent contact with skin and eyes.
6 Accidental release measures

- Personal precautions, protective equipment and emergency procedures: Not required.
- Environmental precautions: No special measures required.
- Methods and material for containment and cleaning up:
  Sweep up the material.
  Ensure adequate ventilation.
  Dispose of the collected material according to regulations.

Reference to other sections
See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

7 Handling and storage

- Handling:
  - Precautions for safe handling:
    Avoid breakage of bagged material or spills of bulk material. Material does not have a shelf life.
    No special precautions are necessary if used correctly.
  - Information about protection against explosions and fires: No special measures required.
  - Conditions for safe storage, including any incompatibilities:
  - Storage:
    - Requirements to be met by storerooms and receptacles: No further relevant information.
    - Information about storage in one common storage facility: Not required.
  - Further information about storage conditions: No further relevant information.
  - Specific end use(s): Artificial Turf Owners/Suppliers

8 Exposure controls/personal protection

- Additional information about design of technical systems: No further data; see section 7.

- Control parameters

Components with occupational exposure limits:

<table>
<thead>
<tr>
<th>Component</th>
<th>PEL</th>
<th>REL</th>
<th>TLV</th>
</tr>
</thead>
<tbody>
<tr>
<td>14808-60-7 Silicon Dioxide</td>
<td>see Quartz listing</td>
<td>Long-term value: 0.05* mg/m³</td>
<td>Long-term value: 0.025* mg/m³</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*respirable dust; See Pocket Guide App. A</td>
<td>*as respirable fraction</td>
</tr>
</tbody>
</table>

- Additional information: The lists that were valid during the creation of this SDS were used as basis.

- Exposure controls
  - Personal protective equipment:
    - General protective and hygienic measures:
      Keep away from foodstuffs, beverages and feed.
      Wash hands before breaks and at the end of work.
      Avoid contact with the eyes.
    - Breathing equipment: Not required.
    - Protection of hands: Not required.

(Contd. on page 4)
Trade name: Envirofill

Eye protection:

Safety glasses

9 Physical and chemical properties

Information on basic physical and chemical properties

General Information

Appearance:
- Form: Granulate
- Color: Green, Tan, Red, Black
- Odor: Odorless
- Odor threshold: Not determined.
- pH-value: Not applicable.

Change in condition
- Melting point/Melting range: 1713 °C (3115 °F)
- Boiling point/Boiling range: 2230 °C (4046 °F)

Flash point: Not applicable.

Flammability (solid, gaseous):
Product is not flammable.

Ignition temperature:
- Decomposition temperature: Not determined.
- Auto igniting: Product is not self-igniting.
- Danger of explosion: Product does not present an explosion hazard.

Explosion limits:
- Lower: Not determined.
- Upper: Not determined.

Vapor pressure @ 1732 °C (3150 °F): 13.5 hPa (10 mm Hg)

Density @ 20 °C (68 °F): 2.9-3.1 g/cm³ (24.201-25.87 lbs/gal)

Bulk density: 110 (lbs per cu ft)

Relative density: Not determined.

Vapor density: Not applicable.

Evaporation rate: Not applicable.

Solubility in / Miscibility with Water: Insoluble.

Partition coefficient (n-octanol/water): Not determined.

Viscosity:
- Dynamic: Not applicable.
- Kinematic: Not applicable.

Solvent content:
- Organic solvents: 0.0 %
- Solids content: 100.0 %

(Contd. on page 5)
Trade name: Envirofill

10 Stability and reactivity

- Reactivity: No further relevant information available.
- Chemical stability: Stable under normal conditions.
- Thermal decomposition / conditions to be avoided: No decomposition if used according to specifications.
- Possibility of hazardous reactions: No dangerous reactions known.
- Conditions to avoid: Extreme temperatures above 870ºC.
- Incompatible materials: No further relevant information available.
- Hazardous decomposition products: No dangerous decomposition products known.

11 Toxicological information

- Information on toxicological effects
  - Acute toxicity:
    - LD/LC50 values that are relevant for classification:
      - 14808-60-7 Silicon Dioxide
        - Inhalative LC50/96 hours: 1033 mg/l (Trout)
  - Primary irritant effect:
    - on the skin: No irritating effect.
    - on the eye: Irritating effect.
    - Causes serious eye irritation.
  - Additional toxicological information:
    - The product shows the following dangers according to internally approved calculation methods for preparations:
      - Irritant
      - A component of this product is found on the following lists: FEDERAL OSHA Z LIST, NTP, IARC, or CAL/OSHA but because the product is encapsulated in a polymer coating and having a larger particle size it should therefore not be considered to be, or suspected to be a carcinogenic agent by these agencies.
  - Carcinogenic categories
    - IARC (International Agency for Research on Cancer)
      - Group 1 - Carcinogenic to humans
      - Group 2A - Probably carcinogenic to humans
      - Group 2B - Possibly carcinogenic to humans
      - Group 3 - Not classifiable as to its carcinogenicity to humans
      - Group 4 - Probably not carcinogenic to humans
      - 14808-60-7 Silicon Dioxide
      - NTP (National Toxicology Program)
        - 14808-60-7 Silicon Dioxide
      - OSHA-Ca (Occupational Safety & Health Administration)
        - None of the ingredients are listed.

12 Ecological information

- Toxicity
  - Aquatic toxicity:
    - 14808-60-7 Silicon Dioxide
      - EC50: 218 mg/l (Green algae)
Trade name: Envirofill

- Persistence and degradability: No further relevant information available.
- Behavior in environmental systems:
- Bioaccumulative potential: No further relevant information available.
- Mobility in soil: No further relevant information available.
- Additional ecological information:
  - General notes: Generally not hazardous for water.
  - Results of PBT and vPvB assessment:
    - PBT: Not applicable.
    - vPvB: Not applicable.
  - Other adverse effects: No further relevant information available.

13 Disposal considerations
- Waste treatment methods
  - Recommendation: Dispose with household trash.
- Uncleaned packaging:
  - Recommendation: Dispose with household trash.

14 Transport information
- UN-Number
- DOT, ADR, ADN, IMDG, IATA: Non-Regulated Material
- UN proper shipping name
- DOT, ADR, ADN, IMDG, IATA: Non-Regulated Material
- Transport hazard class(es)
  - DOT, ADR, ADN, IMDG, IATA
    - Class: Non-Regulated Material
    - Packing group
    - DOT, ADR, IMDG, IATA: Non-Regulated Material
    - Environmental hazards:
      - Not applicable.
    - Special precautions for user
      - Not applicable.
    - Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code
      - Not applicable.
    - UN "Model Regulation": -

15 Regulatory information
- Safety, health and environmental regulations/legislation specific for the substance or mixture
  - Sara
  - Section 355 (extremely hazardous substances):
    - None of the ingredients are listed.
  - Section 313 (Specific toxic chemical listings):
    - None of the ingredients are listed.
  - TSCA (Toxic Substances Control Act):
    - 14808-60-7 Silicon Dioxide
    - 471-34-1 Calcium Carbonate
  - California Proposition 65
  - Chemicals known to cause cancer:
    - 14808-60-7 Silicon Dioxide

(Contd. on page 7)
Safety Data Sheet (SDS)

Trade name: Envirofill

- **Chemicals known to cause reproductive toxicity for females:**
  None of the ingredients are listed.

- **Chemicals known to cause reproductive toxicity for males:**
  None of the ingredients are listed.

- **Chemicals known to cause developmental toxicity:**
  None of the ingredients are listed.

- **Carcinogenic categories**
  - **EPA (Environmental Protection Agency)**
    None of the ingredients are listed.
  - **TLV (Threshold Limit Value established by ACGIH)**
    14808-60-7 Silicon Dioxide
  - **NIOSH-Ca (National Institute for Occupational Safety and Health)**
    14808-60-7 Silicon Dioxide
  - **GHS label elements** Non-Regulated Material
  - **Signal word** Non-Regulated Material
  - **Hazard statements** Non-Regulated Material

- **National regulations:**
  The product is subject to be classified according with the latest version of the regulations on hazardous substances.

- **State Right to Know**
  All ingredients are listed.

- **Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.

16 Other information

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

- **Date of preparation / last revision** 06/15/2015 / 4

- **Abbreviations and acronyms:**
  ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road
  ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
  IMDG: International Maritime Code for Dangerous Goods
  DOT: US Department of Transportation
  IATA: International Air Transport Association
  ACGIH: American Conference of Governmental Industrial Hygienists
  EINECS: European Inventory of Existing Commercial Chemical Substances
  ELINCS: European List of Notified Chemical Substances
  CAS: Chemical Abstracts Service (division of the American Chemical Society)
  NFPA: National Fire Protection Association (USA)
  HMIS: Hazardous Materials Identification System (USA)
  LC50: Lethal concentration, 50 percent
  LD50: Lethal dose, 50 percent
  PBT: Persistent, Bioaccumulative and Toxic
  vPvB: very Persistent and very Bioaccumulative
  Acute Tox. 4: Acute toxicity, Hazard Category 4
  Eye Irrit. 2B: Serious eye damage/eye irritation, Hazard Category 2B
  Carc. 1A: Carcinogenicity, Hazard Category 1A
  STOT SE 3: Specific target organ toxicity - Single exposure, Hazard Category 3
  STOT RE 1: Specific target organ toxicity - Repeated exposure, Hazard Category 1

(Contd. on page 8)
Trade name: Envirofill

* Data compared to the previous version altered.

SDS created by MSDS Authoring Services  www.msdsauthoring.com  +1-877-204-9106
Adam Coleman  
General Manager  
USGreentech  
3607 Church Street  
Cincinnati, OH  45244

Re: Acrylic polymer purchased from Dow Chemical

Dear Adam Coleman,

This is confirming that phthalates are not used in the manufacture and would not be expected to be present in the composition of the acrylic polymer that you are purchasing from Dow Chemical unless at trace levels as an unknown impurity from raw materials.

This information is based upon data from our raw material suppliers and knowledge of our manufacturing process. Please note that we do not test our finished products for the presence of these chemicals.

Very truly yours,

Product Stewardship Specialist  
Dow Construction Chemicals

The information contained herein relates only to the specific material identified. The Dow Chemical Company believes that such information is accurate and reliable as of this date, but no representation, guarantee or warranty, expressed or implied, is made as to the accuracy, reliability, or completeness of the information. The Dow Chemical Company urges persons receiving this information to make their own determination as to the information’s suitability and completeness for their particular application.
Standard / Regulation:
Limits of the carcinogenic PAHs provided in the table 1 below.

Heavy metals analysis required by the OEHS per California Title 22 metals, test CAM 17. The analytical method and limits for each metal can be found in the results table 2 below.

Table 3 contains the rest of the analytes tested for that are in the category of metals, volatiles and semi volatiles, but do not have specific detection limits.

Requirements:
The target detection limits for each metal can be found in the results tables below. The suggested concentration limits shown are based on screening levels per California OEHHA Soil-Screening Numbers (mg/kg) for Non-volatile Chemicals Based on Total Exposure to Contaminated Soil: Inhalation, Ingestion and Dermal Absorption. Residential Scenario.

Results:
All results were found to be below the limit criteria referenced above.
### PAH Results Table - Table 1

<table>
<thead>
<tr>
<th>PAHs</th>
<th>Analytical Method</th>
<th>Suggested Concentration Limit (mg/kg)</th>
<th>Sample Detection Limit (mg/kg)</th>
<th>PASS / FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Naphthalene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>2-Methylnaphthalene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>1-Methylnaphthalene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Acenaphthylene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Acenaphthene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Dibenzofuran</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Fluorene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Anthracene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Phenanthrene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Fluoranthene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Pyrene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Benzo(a)anthracene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Chrysene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Benzo(b)fluoranthene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Benzo(k)fluoranthene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Benzo(a)pyrene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Indeno(1,2,3-cd)pyrene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Dibenzo(a,h)anthracene</td>
<td>S 8270D</td>
<td>*50</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
<tr>
<td>Benzo(g,h,i)perylene</td>
<td>S 8270D</td>
<td>n/a</td>
<td>&lt;0.170</td>
<td>PASS</td>
</tr>
</tbody>
</table>

*Highlighted rows indicate a PAH that is classified by the EPA as a "probable human carcinogens". The concentration limits of the carcinogenic PAHs provided in the table above are based on a human risk assessment study using a soccer recreational use scenario with a target risk level of 1E-05.
**LABORATORY TESTING**  
**HEAVY METALS ANALYSIS**

Results Table: Table 2

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Analytical Method</th>
<th>*Suggested Concentration Limit (mg/kg)</th>
<th>Sample Result (mg/kg)</th>
<th>PASS / FAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>EPA 6010C</td>
<td>3.4</td>
<td>&lt;2.0</td>
<td>PASS</td>
</tr>
<tr>
<td>Barium</td>
<td>EPA 6010C</td>
<td>5200</td>
<td>6.44</td>
<td>PASS</td>
</tr>
<tr>
<td>Cadmium</td>
<td>EPA 6010C</td>
<td>1.7</td>
<td>&lt;0.500</td>
<td>PASS</td>
</tr>
<tr>
<td>Chromium</td>
<td>EPA 6010C</td>
<td>17</td>
<td>&lt;0.500</td>
<td>PASS</td>
</tr>
<tr>
<td>Copper</td>
<td>EPA 6010C</td>
<td>3000</td>
<td>0.537</td>
<td>PASS</td>
</tr>
<tr>
<td>Lead</td>
<td>EPA 6010C</td>
<td>80</td>
<td>&lt;1.0</td>
<td>PASS</td>
</tr>
<tr>
<td>Mercury</td>
<td>EPA 7470B</td>
<td>18</td>
<td>&lt;0.0250</td>
<td>PASS</td>
</tr>
<tr>
<td>Nickel</td>
<td>EPA 6010C</td>
<td>1600</td>
<td>0.604</td>
<td>PASS</td>
</tr>
<tr>
<td>Selenium</td>
<td>EPA 6020C</td>
<td>380</td>
<td>&lt;2.0</td>
<td>PASS</td>
</tr>
<tr>
<td>Silver</td>
<td>EPA 6010C</td>
<td>380</td>
<td>&lt;0.500</td>
<td>PASS</td>
</tr>
<tr>
<td>Zinc</td>
<td>EPA 6010C</td>
<td>23000</td>
<td>11.5</td>
<td>PASS</td>
</tr>
</tbody>
</table>

*The suggested concentration limits shown are based on screening levels per California OEHHA Soil-Screening Numbers (mg/kg) for Non-volatile Chemicals Based on Total Exposure to Contaminated Soil: Inhalation, Ingestion and Dermal Absorption. Residential Scenario. These limit have been included for reference and are not project specific.*
Table 3: The following metals do not have target detection limits and are not included in the list of limits from the STC most commonly used. Detection limits can vary from state to state. They are however included analytes that are metals, volatiles and semi-volatiles that can be used as a reference when specified.

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
<th>Sample Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum</td>
<td>(mg/kg)</td>
<td>67.7</td>
</tr>
<tr>
<td>Boron</td>
<td>(mg/kg)</td>
<td>9.12</td>
</tr>
<tr>
<td>Lithium</td>
<td>(mg/kg)</td>
<td>&lt;0.100</td>
</tr>
<tr>
<td>Pyridine</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>N-Nitrosodimethylamine</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>2-Picolone</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>Methyl methanesulfonate</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>Ethyl methanesulfonate</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>Phenol</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>Aniline</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>Bis (2-chloroethyl) ether</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>2-Chlorophenol</td>
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</tr>
<tr>
<td>1,3-Dichlorobenzene (meta)</td>
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<tr>
<td>1,4-Dichlorobenzene (para)</td>
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<tr>
<td>Benzyl alcohol</td>
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<tr>
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<tr>
<td>2-Methylphenol</td>
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</tr>
<tr>
<td>bis(2-chloroisopropyl)ether</td>
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<tr>
<td>Analyte</td>
<td>Units</td>
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</tr>
<tr>
<td>---------------------------------------------</td>
<td>-----------</td>
<td>---------------</td>
</tr>
<tr>
<td>N-Nitrosodi-n-propylamine</td>
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</tr>
<tr>
<td>Hexachloroethane</td>
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</tr>
<tr>
<td>Nitrobenzene</td>
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<td>N-Nitrosopiperidine</td>
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<tr>
<td>Isophorone</td>
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<td>2-Nitrophenol</td>
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<tr>
<td>2,4-Dimethylphenol</td>
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<tr>
<td>bis(2-chloroethoxy)methane</td>
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<tr>
<td>2,4-Dichlorophenol</td>
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<td>1,2,4-Trichlorobenzene</td>
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<tr>
<td>4-Chloroaniline</td>
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<tr>
<td>2,6-Dichlorophenol</td>
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<tr>
<td>Hexachlorobutadiene</td>
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<td>N-Nitroso-di-n-butylamine</td>
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<td>4-Chloro-3-methylphenol</td>
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<td>2,4,5-Trichlorophenol</td>
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<tr>
<td>2-Chloronaphthalene</td>
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<tr>
<td>Analyte</td>
<td>Units</td>
<td>Sample Result</td>
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<tr>
<td>---------------------------------------------</td>
<td>--------</td>
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<tr>
<td>1-Chloronaphthalene</td>
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<td>2-Nitroaniline</td>
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<tr>
<td>Dimethylphthalate</td>
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<td>2,6-Dinitrotoluene</td>
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<tr>
<td>2,4-Dinitrophenol</td>
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<tr>
<td>Pentachlorobenzene</td>
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<tr>
<td>4-Nitrophenol</td>
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<td>1-Naphthylamine</td>
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<tr>
<td>2,4-Dinitrotoluene</td>
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<tr>
<td>2-Naphthylamine</td>
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<td>2,3,4,6-Tetrachlorophenol</td>
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<tr>
<td>Diethyldichlorophenol</td>
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<td>4-Chlorophenylphenylether</td>
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<td>4-Nitroaniliner</td>
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<td>4,6-Dinitro-2-methylphenol</td>
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<tr>
<td>Diphenylamine</td>
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<tr>
<td>Diphenylhydrazine</td>
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<tr>
<td>4-Bromophenylphenylether</td>
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<tr>
<td>Phenacetin</td>
<td>(mg/kg)</td>
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### Analyte Testing Results

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
<th>Sample Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hexachlorobenzene</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>4-Aminobiphenyl</td>
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<tr>
<td>Pentachlorophenol</td>
<td>(mg/kg)</td>
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<tr>
<td>Pentachloronitrobenzene</td>
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<tr>
<td>Pronamide</td>
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<td>Di-n-butylphthalate</td>
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<tr>
<td>Benzidine</td>
<td>(mg/kg)</td>
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<tr>
<td>p-Dimethylaminoazobenzene</td>
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<tr>
<td>Butylbenzylphthalate</td>
<td>(mg/kg)</td>
<td>&lt;0.170</td>
</tr>
<tr>
<td>3,3-Dichlorobenzidine</td>
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<td>&lt;0.170</td>
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<tr>
<td>bis(2-ethylhexyl)phthalate</td>
<td>(mg/kg)</td>
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<td>Di-n-octylphthalate</td>
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<td>7,12-Dimethylbenz(a)anthracene</td>
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<tr>
<td>3-Methylcholanthrene</td>
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<tr>
<td>Dibeno(a,j)acridine</td>
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<td>Total Tin</td>
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<td>Total Titanium</td>
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<td>Total Uranium</td>
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<td>4-Methylphenol / 3-Methylphenol</td>
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<td>Acetophenone</td>
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<tr>
<td>Analyte</td>
<td>Units</td>
<td>Sample Result</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>----------</td>
<td>---------------</td>
</tr>
<tr>
<td>Bromochloromethane</td>
<td>(μg/Kg)</td>
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</tr>
<tr>
<td>Dichlorodifluoromethane</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>Chloromethane (methyl chloride)</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>Vinyl Chloride</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>Bromomethane (methyl bromide)</td>
<td>(μg/Kg)</td>
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</tr>
<tr>
<td>Chloroethane</td>
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<td>&lt;100</td>
</tr>
<tr>
<td>Trichlorofluoromethane</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>Acetone</td>
<td>(μg/Kg)</td>
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<td>Iodomethane</td>
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<td>Carbon Disulfide</td>
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<tr>
<td>Acrylonitrile</td>
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<td>2-Butanone (MEK)</td>
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<tr>
<td>4-Methyl-2-pentanone (MIBK)</td>
<td>(μg/Kg)</td>
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<td>2-Hexanone</td>
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<tr>
<td>trans 1,4-Dichloro-2-butene</td>
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<tr>
<td>1,1-Dichloroethene</td>
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<td>Methylene chloride</td>
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<td>MTBE</td>
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<td>trans-1,2-Dichloroethene</td>
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<tr>
<td>1,1-Dichloroethane</td>
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</tr>
<tr>
<td>cis-1,2-Dichloroethene</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
</tbody>
</table>
## LABORATORY TESTING

### HEAVY METALS ANALYSIS

**Unit #2 ● 155 River Road ● Bow ● New Hampshire ● 03304**

**Telephone: (508) 259 0030 ● E-Mail: Info@sportslabsusa.com**

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
<th>Sample Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,2-Dichloropropane (μg/Kg)</td>
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</tr>
<tr>
<td>1,2-Dichloroethane (EDC)(μg/Kg)</td>
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<tr>
<td>Chloroform</td>
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<tr>
<td>1,1,1-Trichloroethane (μg/Kg)</td>
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</tr>
<tr>
<td>1,1-Dichloropropene (μg/Kg)</td>
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<td></td>
</tr>
<tr>
<td>Benzene</td>
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<td></td>
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<tr>
<td>Carbon Tetrachloride (μg/Kg)</td>
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<td>1,2-Dichloropropane (μg/Kg)</td>
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<tr>
<td>Trichloroethylene (TCE)(μg/Kg)</td>
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<tr>
<td>Dibromomethane (methylene bromide) (μg/Kg)</td>
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</tr>
<tr>
<td>Bromodichloromethane (μg/Kg)</td>
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<tr>
<td>2-Chloroethyl vinyl ether (μg/Kg)</td>
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<td>cis-1,3-Dichloropropene (μg/Kg)</td>
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<tr>
<td>trans-1,3-Dichloropropene (μg/Kg)</td>
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</tr>
<tr>
<td>Toluene</td>
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<tr>
<td>1,1,2-Trichloroethane (μg/Kg)</td>
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<tr>
<td>1,3-Dichloropropane (μg/Kg)</td>
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<td>Dibromochloromethane (μg/Kg)</td>
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<tr>
<td>1,2-Dibromoethane (EDB)(μg/Kg)</td>
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<tr>
<td>Tetrachloroethylene (PCE) (μg/Kg)</td>
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</table>
# Heavy Metals Analysis

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Units</th>
<th>Sample Result</th>
</tr>
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<tbody>
<tr>
<td>Chlorobenzene</td>
<td>(μg/Kg)</td>
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<tr>
<td>1,1,1,2-Tetrachloroethane</td>
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<td>Ethylbenzene</td>
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<tr>
<td>m,p-Xylene</td>
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<tr>
<td>Bromoform</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>Styrene</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>o-Xylene</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
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<tr>
<td>1,1,2,2-Tetrachloroethane</td>
<td>(μg/Kg)</td>
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<tr>
<td>2-Chlorotoluene</td>
<td>(μg/Kg)</td>
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<tr>
<td>1,2,3-Trichloropropene</td>
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</tr>
<tr>
<td>Isopropylbenzene</td>
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</tr>
<tr>
<td>Bromobenzene</td>
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<tr>
<td>n-Propylbenzene</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
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<tr>
<td>1,3,5-Trimethylbenzene</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>tert-Butylbenzene</td>
<td>(μg/Kg)</td>
<td>&lt;100</td>
</tr>
<tr>
<td>1,2,4-Trimethylbenzene</td>
<td>(μg/Kg)</td>
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<tr>
<td>1,4-Dichlorobenzene (para)</td>
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<td>sec-Butylbenzene</td>
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<td>1,3-Dichlorobenzene (meta)</td>
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<tr>
<td>p-Isopropyltoluene</td>
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<tr>
<td>Analyte</td>
<td>Units</td>
<td>Sample Result</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-------------</td>
<td>---------------</td>
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<tr>
<td>4-Chlorotoluene</td>
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<tr>
<td>n-Butylbenzene</td>
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<tr>
<td>1,2-Dibromo-3-chloropropane</td>
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<tr>
<td>1,2,3-Trichlorobenzene</td>
<td>(μg/Kg)</td>
<td>&lt;500</td>
</tr>
<tr>
<td>1,2,4-Trichlorobenzene</td>
<td>(μg/Kg)</td>
<td>&lt;500</td>
</tr>
<tr>
<td>Hexachlorobutadiene</td>
<td>(μg/Kg)</td>
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End of Report
# MATERIAL SAFETY DATA SHEET

## SECTION 1 - PRODUCT SOURCE AND IDENTITY

<table>
<thead>
<tr>
<th>Supplier identity and address</th>
<th>Product description</th>
<th>Date:</th>
<th>January 16, 2016</th>
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<tbody>
<tr>
<td>Greenplay Organics, LLC</td>
<td>Name: Greenplay</td>
<td></td>
<td></td>
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<tr>
<td>6 Hawthorne Avenue</td>
<td>Purpose: Infill for artificial turf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New York, NY 11566</td>
<td>Proprietary Formula Code: GSP IG</td>
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<tr>
<td>Fax:</td>
<td>Office Phone: 212-904-1223</td>
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## SECTION 2 - SHIPPING CLASSIFICATION

<table>
<thead>
<tr>
<th>Proper Shipping Name, Hazard Class, UN/NA Number Packing Group, Emergency Response Guide Number</th>
<th>Not regulated</th>
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<tbody>
<tr>
<td>Labels required per 49 CFR 172.101:</td>
<td>None</td>
</tr>
<tr>
<td>Size for &quot;Limited quantity&quot; per 49 CFR 173.150-.155:</td>
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<tr>
<td>Reportable Quantity (&quot;RQ&quot;) per 49 CFR172.101:</td>
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## SECTION 3 - SAFETY RATINGS AND HAZARDOUS INGREDIENT INFORMATION

<table>
<thead>
<tr>
<th>Reporting required by Title III Sec 313, 40 CFR 372, 29 CFR 1910.1200</th>
<th>Exposure Limit Values</th>
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</thead>
<tbody>
<tr>
<td>CAS# 313 Material or Component</td>
<td>% RQ# TWA STEL</td>
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</tbody>
</table>

This product is not a "hazardous chemical" as regulated under the OSHA communication Standard 29CFR 1910.1200. These data are offered primarily as assistance in the safe use, handling and storage of the product.

Composition: Plant based material consisting of cork and coconut fibers.

No component is listed in "THRESHOLD LIMIT VALUES AND BIOLOGICAL EXPOSURE INDICES FOR 2016 from ACGIH. Components listed in TITLE III SEC 313 (EPCRA) are indicated above.

Note: The purpose of this MSDS is to provide safe handling, shipping and disposal information for users of the product. It is not intended to, nor does it, provide complete or extensive toxicological data on the product or its components. Users who require this information are referred to primary suppliers of the ingredients of interest.

Emergency overview: No known hazards. Do not take internally.

### Hazard Categories:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediate:</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>Delayed:</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

HMIS Hazard Ratings: Health 0 Fire 0 Instability 0 Other NA

NFPA Hazard Ratings: Not rated

Hazard Ratings: Least: 0 Slight: 1 Moderate: 2 High: 3 Extreme: 4

Note: HMIS and NFPA ratings are subjective evaluations of hazards and can differ between preparers. They are intended and useful only as a rapid approximation of the hazards rated.

Threshold limit value: Not established on product.

TOSCA Status: All ingredients listed CERCLA RQ: See Sec 2.

California Prop. 65: None

## SECTION 4 - PHYSICAL AND CHEMICAL PROPERTIES

<table>
<thead>
<tr>
<th>Appearance: Mixture of tan and brown particles</th>
<th>Flash point deg. F (cc): None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Odor: None</td>
<td>Initial boiling point deg. C: NA</td>
</tr>
<tr>
<td>Apparent density: 0.25-0.35 kg/ liter</td>
<td>Vapor pressure 20 deg C: NA</td>
</tr>
<tr>
<td>pH reaction: NA</td>
<td>Freezing point deg. C: NA</td>
</tr>
<tr>
<td>Granule size: 0.35-9</td>
<td>Solubility in water: None</td>
</tr>
<tr>
<td>VOC content: None</td>
<td>Bulk Density &lt;12</td>
</tr>
</tbody>
</table>

California Rule 102 (66): Contains no photochemically active materials.
## SECTION 5 - SAFE HANDLING AND STORAGE

**General**

Do not breathe dust if generated.

**Protective equipment**

- **Eyes**: Not generally required.
- **Skin**: Not generally required.
- **Respiratory protection**: None normally required. If risk of inhalation occurs, select and use equipment according to OSHA/NIOSH guidelines for nuisance dusts.

**Ventilation**

As required for worker comfort.

**Other**

None

## SECTION 6 - HEALTH SAFETY DATA

**Effects of chronic over exposure**

- **Eyes**: None.
- **Skin**: None.
- **Inhalation**: Airborne particles may be irritating to breathing passages.
- **Ingestion**: Not a likely source of chronic exposure. Non toxic. Non digestible.

## SECTION 7 - PHYSICAL STABILITY AND REACTIVITY DATA

<table>
<thead>
<tr>
<th>Explosive limits</th>
<th>Flash point: None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower</td>
<td>None</td>
</tr>
<tr>
<td>Upper</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chemical stability</th>
<th>Hazardous decomposition products:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stable</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hazardous polymerization</th>
<th>Incompatibility: None known</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannot occur</td>
<td></td>
</tr>
</tbody>
</table>

## SECTION 8 - EMERGENCY RESPONSE PROCEDURES

**Fire**

- **Extinguishing media**: Use media appropriate to source of fire.
- **Unusual hazards**: None

**First Aid**

- **Eyes**: Treat as a mechanical irritant. No chemical hazard is offered.
- **Skin**: Not hazardous.

<table>
<thead>
<tr>
<th>Inhalation</th>
<th>If affected, remove individual to fresh air, get medical attention at once if there is any discomfort.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ingestion</td>
<td>Do not induce vomiting. Material is non toxic and non digestible.</td>
</tr>
</tbody>
</table>

**Spills**

- **Small / large spill**: Sweep up for reuse, reprocessing or disposal.

Product as made has none of the characteristics of a hazardous waste.
Hi Ron— I have looked over the materials. There is nothing in what you sent that would suggest a health concern with acrylic coated sand infill. In addition we are not aware of any toxic chemical issues with this type of infill. However: 1) there was no test data in the package except for the metals testing; crumb rubber has been tested 4 different ways (headspace offgassing, destructive analysis, field work, metals analysis) and so we understand crumb rubber reasonably well. Without further lab testing of acrylic coated sand we are limited in what we can say about it. The toxicology analysis from Duke is generic and does not refer to actual test data. I hope this brief review helps. Gary Ginsberg

From: Ronald Matten [mailto:ronald_matten@greenwich.k12.ct.us]
Sent: Monday, May 16, 2016 1:16 PM
To: Ginsberg, Gary
Subject: Fwd: ENVIROFILL INFO FOR YOU

----- Forwarded message ----- 
From: Allen Hubbard <ahubbard@sprinturf.com>
Date: Fri, May 6, 2016 at 2:21 PM
Subject: ENVIROFILL INFO FOR YOU
To: "Ronald Matten (Ronald_Matten@greenwich.k12.ct.us)" <Ronald_Matten@greenwich.k12.ct.us>

Ron:

Here attached is info on Envirofill for you. I will have samples, etc. with me Tuesday and Thursday. Please let me know if you need anything else?

Thank you,

Allen Hubbard | East Regional Sales Manager | Sprinturf LLC
113 Park River Dr., Westfield, MA 01085
C: 413-575-7993 | f: 413-480-0937 | o: 770-933-4070
Hi Ron – I have reviewed the various attachments looking for information that would provide chemical content of the product and the potential for it to release vapors, chemicals, particles or fibers under actual use conditions. Except for some PAH (e.g., benzo(a)pyrene) and metals testing the attachments were not informative on these issues. We know of no reason for the natural materials in the infill (cork and coconut shells) to have PAHs or high metals content and this is what the testing showed, although it was only one sample and there was no explanation of what was done to the material to get these results (extraction, digestion, etc.). As with the other alternative infill we reviewed for you (acrylic coated sand) we have no reason to think that the cork/coconut shell material will contain toxic chemicals. However, we don’t have the test documentation one would ideally have to make such statements. One uncertainty is whether these natural materials will break down due to high impact to form inhalable particulates. You may want to contact other field managers who have experience with this infill over time to see if it is ever associated with a dusty residue or a ground level particulate cloud when actively played upon. Perhaps the company selling the material can provide references. I hope this helps. Gary

---

From: Ronald Matten [mailto:ronald_matten@greenwich.k12.ct.us]
Sent: Wednesday, May 18, 2016 1:29 PM
To: Ginsberg, Gary
Subject: SDS Sheets Organics

Gary,

I have attached the SDS sheet for the organic infill.

Ron

---

Ronald Matten
Director of Facilities

Greenwich Public Schools
290 Greenwich Avenue
Greenwich, CT 06830
Office: (203) 625-7437
Fax: (203) 625-7401

Student Focused . . . Always Responsive
Department & Division: BOE

Action Requested: Release of Conditions

Date of Submission: June 1, 2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>To:</td>
<td>B</td>
<td>680</td>
<td>59560</td>
<td>16166 New Lebanon School Design</td>
<td>1,850,000.00</td>
</tr>
</tbody>
</table>

From: 1,850,000.00

Justification of Request:

The New Lebanon Building Committee (NLBC) has executed contracts with Tai Soo Kim, as architect, and Gilbane Building Company, as construction manager. The NLBC has submitted its request for MI and preliminary site approval to Planning & Zoning and related agencies. Tai Soo Kim, is nearing completion of design drawings and the NLBC would like to proceed with schematic design development. Previously submitted and withdrawn under application ED8.

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: Comptroller: __________________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

Vote: Clerk of the Board: __________________________

Email this form as a PDF along with any supporting documentation (in PDF Format)
Department & Division: Fire
Action Requested: Transfer

Date of Submission:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>To:</td>
<td>A 201</td>
<td>52150</td>
<td></td>
<td>Water</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>A 201</td>
<td>52210</td>
<td></td>
<td>Telephone</td>
<td>24,750</td>
</tr>
</tbody>
</table>

From: A 202 51100 Overtime 74,750

Justification of Request:

Clerical error in 201-224 which was shorted $24,750 as that line was funded at $2750 and should have been $27500;          Cover overage in water bill due to increase in rate. Budgeted amount for water is$1,007,818 and the estimated amount needed is $1,0057,000

Board Chairman Department Head:

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: __________ Comptroller: ____________________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

Approved
Disapproved
Modified as follows:

Second:

Clerk of the Board: ____________________________

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement
**Town Of Greenwich**  
**Request Form For Budget Adjustments**

**BET Meeting Date:** Jun-16  
**Application #:** CD 2

**Department & Division:** Community Dev  
**Action Requested:** Release of Conditions  
**Date of Submission:** June 1, 2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>To</td>
<td>Q</td>
<td>197</td>
<td>59900</td>
<td>CDBG PY2016 Parsonage Cottage Boiler and Hot Water System Replacement Project</td>
<td>103,834.37</td>
</tr>
</tbody>
</table>

**From:**

**Justification of Request:**

> See attached justification and other supporting documentation.

**First Selectman:**  
**Department Head:**

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

**Date:**

**Comptroller:**

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

**Email this form as a PDF along with any supporting documentation (in PDF Format)**
BET June 2016 Meeting

CD-2: Release of Conditions

**Justification:**

The CDBG Program Year 2016 budget and proposed activities were presented and approved by the BET in November of 2015 with a condition placed on the $103,834.37 recommended for the Parsonage Cottage Boiler and Hot Water Heating System Replacement project.

As per the approved minutes of the BET November 16, 2015 Regular Meeting, the condition was adopted as follows, "... the Board voted 12-0-0 in favor of the CDBG PY 2016 Budget with condition on the $103,834.37 allocated for the Parsonage Cottage boiler replacement. The condition is subject to release upon the resolution of the issues raised by the Parsonage Cottage Working Group, no later than April 18, 2016."

The HATG (Housing Authority of the Town of Greenwich) – Parsonage Cottage Loan Modification was reviewed and approved by the BET in December of 2015 and by the RTM in January of 2016.

After the BET and RTM granted approval to modify the Town and CDBG loans, the Town's Law Department worked with the HATG Legal Counsel to produce the following attached documents (fully amended and executed): 1) Amendment To CDBG Loan Agreement; 2) Modification Of CDBG Promissory Note; 3) Amendment To Town Loan Agreement; 4) Modification Of Town Promissory Note; 5) First Amendment To Operating Agreement; 6) Fourth Amendment To Partnership Agreement; and 7) Amendment To Management Agreement.

With these documents now executed and submitted to the Town, the CDBG Office is respectfully requesting for the condition placed on the CDBG funds of $103,834.37 for the Parsonage Cottage Boiler and Hot Water Heating System Replacement Project to be released.
AMENDMENT TO CDBG LOAN AGREEMENT

This Amendment To CDBG Loan Agreement (hereinafter referred to as the “Agreement”) entered into this 15th day of January 2016, by and between the Town of Greenwich, (hereinafter referred to as the “Town”), and Parsonage Cottage Senior Residence Limited Partnership (hereinafter referred to as the “Borrower”) amends and modifies a Loan Agreement dated August 9, 1995 (hereinafter referred to as the “Original Loan Agreement”), pursuant to which the Town loaned to the Borrower Six Hundred Seventy-Five Thousand Dollars ($675,000.00) to be used toward the renovation of Parsonage Cottage located at 88 Parsonage Road, Greenwich, Connecticut;

WHEREAS, pursuant to said Original Loan Agreement, the Borrower executed a Promissory Note to the Town for said Six Hundred Seventy-Five Thousand Dollars ($675,000.00) dated August 9, 1995, calling for the loan to be repaid over a thirty (30) year period with interest at the rate of Four percent (4%) per annum.

NOW THEREFORE, in consideration of mutual promises, one to the other, the Town and Borrower agree as follows:

The following changes shall be made to the Original Loan Agreement:

1. Paragraph (2) is amended by adding 2(d) as follows: The Loan shall not bear interest and the maturity date shall be extended to twenty-two (22) years from February 1, 2016. The monthly payments beginning February 2016 shall be in equal amounts and shall be paid over a twenty-two (22) year period. The loan may be prepaid in whole or in part upon thirty (30) days written notice to the First Selectman and the Comptroller of the Town of Greenwich at 101 Field Point Road, Greenwich, CT 06830.

2. Paragraph 4 is amended by adding to subparagraph (a) Notice to the Town of Greenwich additionally to the Comptroller of the Town of Greenwich at 101 Field Point Road, Greenwich, CT 06830.

3. Paragraph 8 is amended by adding the following language: The Borrower or any of its Limited or General Partners shall not enter into any third party loans, leases, licenses, operating agreement, or other similar agreements outside the normal course of operating a licensed home for the aged and maintaining the Parsonage Cottage property.

4. Paragraph 9 is added to provide as follows: The Town and Borrower agree to renegotiate in good faith the financial terms of this Agreement in the event of (a) a material adverse change in the Medicaid reimbursement rate for Parsonage Cottage residents; (b) a material deficit in the long term capital reserves for Parsonage Cottage; or (c) the Community Development Block Grant program of the Federal government ceasing to exist.
5. Paragraph 10 is added to provide that the Borrower may pay off the principal balance of the loan upon thirty (30) days written notice to the Town in compliance with the provisions of paragraph 4 of the Loan Agreement as Amended.

6. In all other respects the Original Loan Agreement dated August 9, 1995 for a loan of Six Hundred Seventy-Five Thousand Dollars ($675,000.00) shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date set forth above.

The Town of Greenwich

By: 

Peter J. Tesei, First Selectman
Its duly authorized Agent

Parsonage Cottage Senior Residence Limited Partnership

By: 

Town Hall Annex Corporation
Its General Partner

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

Personally appeared before me, the Town of Greenwich, by Peter J. Tesei, its First Selectman and duly authorized agent, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

Notary Public
My Commission Expires: 4.30.18
STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD  

) ss.: Greenwich 

Personally appeared before me, Parsonage Cottage Senior Residence Limited Partnership, by Anthony L Johnson, its Secretary, duly authorized agent, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]

Notary Public
My Commission Expires: 3/31/19
MODIFICATION OF CDBG PROMISSORY NOTE

AGREEMENT made this 20, 2016 by and between Parsonage Cottage Senior Residence Limited Partnership, a Connecticut Limited Partnership, having an office c/o The Housing Authority of the Town of Greenwich, 249 Milbank Avenue, Greenwich, Connecticut 06830 (hereinafter referred to as “Maker”) and Town of Greenwich, a municipal corporation with its principal office at 101 Field Point Road, Greenwich, Connecticut 06830 (hereinafter referred to as “Holder”).

WHEREAS, the Maker has executed a Promissory Note to the Holder in the principal sum of Six Hundred Seventy-Five Thousand Dollars ($675,000.00) dated August 9, 1995 (hereinafter referred to as “Original Note”), which Original Note provides for an interest of Four percent (4%) with monthly payments amortized over thirty (30) years; and,

WHEREAS, the Original Note has a principal balance $348,547.00;

NOW THEREFORE, in consideration of mutual promises one to the other, the parties agree as follows:

1. The interest rate shall be reduced to Zero (0.0%) percent per annum and the remaining balance shall be paid in equal monthly payments over the next twenty-two (22) years beginning on February 1, 2016.

2. As per this modification, the monthly installment amount shall be reduced from Three Thousand Two Hundred and Twenty Six Dollars and Fifty Six Cents ($3,226.56) One Thousand Three Hundred and Twenty Dollars and Twenty Six Cents to ($1,320.26) and shall be payable on the first of every month.

3. In the event that the Federal Government program known as Community Development Block Grant ceases to exist at any time over the next twenty-two (22) years, then and in that event the Maker and Holder agree to renegotiate the financial terms herein in good faith.

4. The Maker shall have the right to pay off the Note upon thirty (30) days written notice to the Holder.

In all other respects, the Original Note shall remain in effect and except as modified herein, none of the Maker’s obligations or liabilities under the Original Note shall be diminished or released by any provisions hereof.

IN WITNESS WHEREOF, each of the parties have signed and sealed this Modification of CDBG Promissory Note as their free acts and deeds this 20th day of January 2016.
IN WITNESS WHEREOF, each of the parties have signed and sealed this Modification of CDBG Promissory Note as their free acts and deeds this day of January 2016.

PARSONAGE COTTAGE SENIOR RESIDENCE LIMITED PARTNERSHIP

By: Town Hall Annex Corporation, its General Partner

By:

Anthony L. Johnson, Secretary

TOWN OF GREENWICH

By:

Peter J. Tesei, First Selectman

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

Personally appeared before me, Parsonage Cottage Senior Residence Limited Partnership, by Anthony L. Johnson, its Secretary, duly authorized agent, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

Notary Public
My Commission Expires: 3/31/19
STATE OF CONNECTICUT )
s: Greenwich
COUNTY OF FAIRFIELD )

Personally appeared before me, the Town of Greenwich, by Peter J. Tesei, its First Selectman and duly authorized agent, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]

Notary Public
My Commission Expires: 4.30.18
AMENDMENT TO TOWN LOAN AGREEMENT

This Amendment To Town Loan Agreement (hereinafter referred to as the "Agreement") entered into this 4th day of January 2016, by and between the Town of Greenwich, (hereinafter referred to as the "Town"), and Parsonage Cottage Senior Residence Limited Partnership (hereinafter referred to as the "Borrower") amends and modifies a Loan Agreement dated August 9, 1995 (hereinafter referred to as the "Original Loan Agreement"), pursuant to which the Town loaned to the Borrower One Million One Hundred Forty-eight Thousand Three Hundred and Twenty-Four ($1,148,324.00) Dollars to be used toward the renovation of Parsonage Cottage located at 88 Parsonage Road, Greenwich, Connecticut;

WHEREAS, pursuant to said Original Loan Agreement, the Borrower executed a Promissory Note to the Town for said One Million One Hundred Forty-eight Thousand Three Hundred and Twenty-four dollars ($1,148,324.00) dated August 9, 1995, calling for the loan to be repaid over a thirty (30) year period with interest at the rate of Six percent (6%) per annum.

NOW THEREFORE, in consideration of mutual promises, one to the other, the Town and Borrower agree as follows:

The following changes shall be made to the Original Loan Agreement:

1. Paragraph (3) is amended to provide that the interest rate for the Note shall be amended from Six (6%) percent to One (1%) percent per annum beginning with the February 1, 2016 payment and the maturity date of thirty (30) years shall be amended to twenty-two (22) years from January 2016.

2. Paragraph 4 is deleted in its entirety and replaced with the following language: The Borrower or any of its Limited or General Partners shall not enter into any third party loans, leases, licenses, operating agreements or other similar agreements outside the normal course of operating a licensed home for the aged and maintaining the Parsonage Cottage property.

3. Paragraph 11(a) is amended to add that a copy of required notices shall also be sent to the Town of Greenwich Comptroller and further that upon written Notice as set forth in paragraph 11 (a) and (b) the Borrower may pay off the loan thirty (30) days thereafter without penalty.

4. Paragraph 13 is amended to add the following language: The Town and Borrower agree to renegotiate in good faith the financial terms of this Amendment To Town Loan Agreement in the event of (a) a material adverse change in the Medicaid reimbursement rate for Parsonage Cottage residents; (b) a material deficit in the long term capital reserves for Parsonage Cottage; or (c) the Community Development Block Grant program of the Federal government ceasing to exist.
5. In all other respects the Original Loan Agreement dated August 9, 1995 for a loan of One Million One Hundred Forty-eight Thousand Three Hundred and Twenty-four dollars ($1,148,324.00) shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date set forth above.

The Town of Greenwich

By: __________________________
    Peter J. Tesei, First Selectman
    Its duly authorized Agent

Parsonage Cottage Senior Residence Limited Partnership

By: __________________________

Town Hall Annex Corporation
Its General Partner

By: __________________________
    Its duly authorized agent.
STATE OF CONNECTICUT  
| )  
| ss.: Greenwich 
COUNTY OF FAIRFIELD  
| )

Personally appeared before me, the Town of Greenwich, by Peter J. Tesei its First Selectman, duly authorized agent, signer and sealer of the forgoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]
Notary Public
My Commission Expires: 4-30-18

STATE OF CONNECTICUT  
| )  
| ss.: Greenwich 
COUNTY OF FAIRFIELD  
| )

Personally appeared before me, Parsonage Cottage Senior Residence Limited Partnership, by Anthony C. Johnson, its Secretary duly authorized agent, signer and sealer of the forgoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]
Notary Public
My Commission Expires: 3/31/19
MODIFICATION OF TOWN PROMISSORY NOTE

AGREEMENT made this 16th day of January, 2016 by and between Parsonage Cottage Senior Residence Limited Partnership, a Connecticut Limited Partnership, having an office c/o The Housing Authority of the Town of Greenwich, 249 Milbank Avenue, Greenwich, Connecticut 06830 (hereinafter referred to as “Maker”) and Town of Greenwich, a municipal corporation with its principal office at 101 Field Point Road, Greenwich, Connecticut 06830 (hereinafter referred to as “Holder”).

WHEREAS, the Maker has executed a Promissory Note to the Holder in the principal sum of One Million One Hundred Forty-Eight Thousand Three Hundred and Twenty-Four Dollars ($1,148,324.00) dated August 9, 1995 (hereinafter referred to as “Original Note”), which Original Note provides for an interest of Six percent (6%) per annum with monthly payments amortized over thirty (30) years; and,

WHEREAS, the Original Note has a principal balance of $674,691.00.

NOW THEREFORE, in consideration of mutual promises one to the other, the parties agree as follows:

1. The interest rate shall be adjusted to One (1.00%) percent per annum and the remaining balance shall be amortized over twenty-two (22) years beginning with the payment due on February 1, 2016.

2. As per this modification, the monthly installment amount shall be reduced from Six Thousand Eight Hundred and Eighty Four Dollars and Seventy Eight Cents ($6,884.78) to Two Thousand Eight Hundred and Forty Eight Dollars and Thirteen Cents ($2,848.13) and shall be payable on the first of every month.

3. The Maker shall have the right to pay off the Note upon thirty (30) days written notice to the Holder.

In all other respects, the Original Note shall remain in effect and except as modified herein, none of the Maker’s obligations or liabilities under the Original Note shall be diminished or released by any provisions hereof.
IN WITNESS WHEREOF, each of the parties have signed and sealed this Modification as their free acts and deeds this day of January 2016.

PARSONAGE COTTAGE SENIOR RESIDENCE LIMITED PARTNERSHIP

By: Town Hall Annex Corporation, its General Partner

[Signature]

Anthony L. Johnson, Secretary

TOWN OF GREENWICH

By: [Signature]

Peter J. Tesei, First Selectman

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

Personally appeared before me, Parsonage Cottage Senior Residence Limited Partnership, by Anthony L. Johnson, its Secretary, duly authorized agent, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]

Notary Public
My Commission Expires: 3/31/19
STATE OF CONNECTICUT  
)  
ss.: Greenwich
COUNTY OF FAIRFIELD  
)  

Personally appeared before me, the Town of Greenwich, by Peter J. Tesel, its First Selectman and duly authorized agent, signer and sealer of the forgoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]

Notary Public
My Commission Expires: 4.30.18
FIRST AMENDMENT TO OPERATING AGREEMENT

This First Amendment is made to the Operating Agreement dated August 9, 1995 (hereinafter referred to as the "Original Operating Agreement") between the Town of Greenwich (the "Town"), Parsonage Cottage Senior Residence Limited Partnership (the "Partnership") and the Housing Authority of the Town of Greenwich ("HATG") (jointly referred to as the "Parties") for the Renovation and operation of Parsonage Cottage as a licensed Home for the Aged ("HFA").

WHEREAS, the Parties wish to make changes to be incorporated in said Original Operating Agreement.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable considerations, the Parties agree to amend the Original Operating Agreement as follows:

1. Paragraph 6(b) shall be amended by adding the following: An update of the Parsonage Cottage Capital Plan shall be submitted to the Comptroller of the Town of Greenwich annually.

2. Paragraphs 11 and 12 shall be eliminated entirely and replaced with the following language: Any excess cash flow after operating costs and payment of debt service shall be used as follows: a) for maintaining the Working Capital and Maintenance Account at a minimum amount of Fifty Thousand ($50,000.00) Dollars (hereinafter referred to as the "Minimum Required Amount"); b) to fund current capital improvements; c) to fund the Long Term Capital Improvement Account, with both current capital improvements and funding of the Long Term Capital Improvement Account limited to $70,000.00 per year; and d) payment of management fees under the current Management Agreement. Any excess cash flow remaining after use for the foregoing items shall then be used for funding the Long Term Capital Improvement Account, for long term capital improvements, and/or prepayment of principal on debt.

For purposes of this amendment to Paragraphs 11 and 12, the Working Capital and Maintenance Account shall have the same meaning as the capital reserve that was required to be maintained pursuant to Paragraph 12 of the Original Operating Agreement, which capital reserve was to be set aside and used to pay any ordinary and necessary expenses of the HFA.

3. Paragraph 13 of the Original Operating Agreement shall be eliminated entirely and replaced with the following language:

a) The Partnership and the Corporation shall be maintained in good standing.

b) Parsonage Cottage will continue as a licensed home for the aged providing supportive housing and related services to low and moderate income seniors.
for the remainder of the term of the lease and at least 80% of the residents must be low and moderate income seniors to ensure continued compliance in meeting the National Objective under the CDBG Program guidelines as per HUD regulations.

c) There will be no additional liens taken by any party in respect of the Lease of Parsonage Cottage except mechanics liens.

d) There will be no transfer of the Lease by the Partnership and new partners, limited or general, may not invest in the Partnership without the written consent of the Town.

e) No additional third party loans, leases, licenses, operating agreements, or other similar agreements may be entered into by the Partnership or its limited or general partners in respect of the Partnership outside the normal course of operating a licensed home for the aged and maintaining the Parsonage Cottage property.

f) HATG shall provide to the Town an annual updated capital plan.

g) HATG shall provide annual reporting of financial information in respect of Parsonage Cottage, the Partnership and the Town Hall Annex Corporation that is satisfactory to the Comptroller, including, but not limited to, i) annual reporting on activity in the capital reserve for Parsonage Cottage maintained by the Partnership; ii) annual audited financial statements of both the Partnership and its general partner Town Hall Annex Corporation, as was previously required by the Original Operating Agreement, and iii) any federal or state tax returns filed by the Partnership or the Town Hall Annex Corporation.

h) If there is any material change in the current Management Agreement dated January 1, 2013, HATG and the Partnership shall notify the Town and seek its approval.

4. Paragraph 14(e) is amended by adding the following language: Notwithstanding the language contained in paragraph 14(e), to the extent that the Working Capital and Maintenance Account falls below the Minimum Required Amount in order to pay for operating or capital deficits of the HFA, which payments shall exclude any management fees, and said account remains below the Minimum Required Amount for a period thirty-one (31) days, within fifteen (15) days thereof, HATG and the Partnership shall send written notice to the Comptroller and the First Selectman stating the amount and the reason for such reduction below the Minimum Required Amount, thereby providing an opportunity for the Parties to discuss and implement a plan if necessary which would allow HATG and the Partnership to replenish the Working Capital and Maintenance Account. The Partnership shall also provide semi-annual statements on the Working Capital and Maintenance Account to the Comptroller.
5. Paragraph 16(a) is amended by adding an additional Notice to the Comptroller of the Town of Greenwich, at 101 Field Point Road, Greenwich, CT 06830.

6. In all other respects, the Original Operating Agreement shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Operating Agreement this 18th day of April 2016.

The Town of Greenwich

By: Peter J. Tesi, First Selectman
   Its duly authorized Agent

Parsonage Cottage Senior Residence Limited Partnership

By: Town Hall Annex Corporation
   Its General Partner
   Its duly authorized agent. ITS MANAGER

Housing Authority of the Town of Greenwich

By: EXECUTIVE DIRECTOR
   Its duly authorized agent

3
STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD 

Personally appeared before me, the Town of Greenwich, by Peter J. Tesei, its First Selectman and duly authorized agent, signer and sealer of the forgoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]
Notary Public
My Commission Expires: 4-30-18

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD 

Personally appeared before me, Parsonage Cottage Senior Residence Limited Partnership, by Anthony L. Johnson, its duly authorized agent, signer and sealer of the forgoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]
Notary Public
My Commission Expires: 5/31/19

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD 

Personally appeared before me, Housing Authority of the Town of Greenwich, by Anthony L. Johnson, its Executive Director duly authorized agent, signer and sealer of the forgoing instrument and acknowledged the same to be his/her free act and deed and the duly authorized act and deed of said entity before me.

[Signature]
Notary Public
My Commission Expires: 3/31/19
Amendment to Property Management Agreement

This Amendment is made to the Property Management Agreement between Parsonage Cottage Senior Residence LP, a domestic limited partnership organized and existing under the laws of the State of Connecticut and having its principal place of business at 249 Milbank Avenue, Greenwich, Connecticut 06830 ("Owner") and the Housing Authority of the Town of Greenwich, a municipal housing authority created pursuant to Sec. 8-40 of Chapter 128 of the General Statutes of the State of Connecticut having its principal place of business at 249 Milbank Avenue, Greenwich, Connecticut 06830 ("Agent"). This Agreement pertains to a certain real property located at or about 88 Parsonage Road, Greenwich, Connecticut, together with all improvements, appurtenances and equipment located thereon, all commonly known as Parsonage Cottage ("Project").

WHEREAS, the Owner and Agent have entered into a Property Management Agreement dated January 1, 2013; and

WHEREAS, the Owner and Agent wish to amend said Property Management Agreement as it pertains to excess cash flow.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable considerations, the parties agree as follows:

1. Article 8 is amended by adding the following: 8.6 Any excess cash flow after operating costs and payment of debt service shall be used as follows: a) for maintaining the Working Capital and Maintenance Account at a minimum amount of Fifty Thousand Dollars ($50,000.00) (hereinafter referred to as the “Minimum Required Amount;” b) to fund current capital improvements; c) to fund Long Term Capital Improvement Account, with both current capital improvements and funding the of the Long Term Capital Improvement Account limited to $70,000.00 per year; and d) payment of management fees under the current Management Agreement. Any excess cash flow remaining after use for the foregoing items shall then be used for funding the Long Term Capital Improvement Account, for long term capital improvements, and/or prepayment of principal on debt.

In all other respects, the Property Management Agreement dated January 1, 2013, shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Property Management Agreement this day of January 2016.

Parsonage Cottage Senior Residence LP

By: [Signature]

Anthony L. Johnson, Authorized Agent,
Owner

Housing Authority of the Town of Greenwich

By: [Signature]

Sam Romeo, Chairman, Agent
Fourth Amendment to Partnership Agreement

The Town Hall Annex Corporation, a Connecticut not for profit Corporation, the General Partner of Parsonage Cottage Senior Residence Limited Partnership hereby makes the Fourth Amendment to its Agreement of Limited Partnership as follows:

1. The term of the Partnership is amended to December 31, 2094.

2. Section 5.3 – Distributions and Application of Cash Flow and Sale or Refinancing Proceeds.

   A – Cash flow – is Amended to reflect that any excess cash flow after operating costs and payment of debt service shall be used as follows: a) for maintaining the Working Capital and Maintenance Account at a minimum amount of Fifty Thousand Dollars ($50,000.00) (hereinafter referred to as the “Minimum Required Amount;” b) to fund current capital improvements; c) to fund Long Term Capital Improvement Account, with both current capital improvements and funding the of the Long Term Capital Improvement Account limited to $70,000.00 per year; and d) payment of management fees under the current Management Agreement. Any excess cash flow remaining after use for the foregoing items shall then be used for funding the Long Term Capital Improvement Account, for long term capital improvements, and/or prepayment of principal on debt.

IN WITNESS WHEREOF the undersigned has executed this Amendment as of January 1, 2016.

General Partner
Town Hall Annex Corporation

[Signature]

By: ________________
Anthony L. Johnson, Secretary
Department & Division: Fire

Action Requested: Capital Carry Forward

Date of Submission: May 31, 2016

<table>
<thead>
<tr>
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<th>Object</th>
<th>Project</th>
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</tr>
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<tr>
<td>B</td>
<td>206</td>
<td>59120</td>
<td>161100</td>
<td>Aerial Apparatus</td>
<td>$1.2 Million</td>
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Justification of Request:

It was suggested that we wait for the appointment of the new Director of Purchasing prior to making this purchase. In following Mr. Zsebik suggestions, we rewrote the bid spec and will be out to bid shortly if not out already. This request is in the event we are not to contract until after July 1, 2016.

Board Chairman: Department Head: 

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: __________ Comptroller: ______________________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

_____ Approved  _____ Motion:

_____ Disapproved

_____ Modified as follows:  _____ Second:

Clerk of the Board: ______________________________

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement.
### Department & Division:
DPW

### Action Requested:
Release of Conditions

### Date of Submission:
May 25, 2016

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<th>Object</th>
<th>Project</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>To:</td>
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<td>312</td>
<td>59600</td>
<td>15130 Frontage Road Intersection Imp</td>
<td>20,000.00</td>
</tr>
</tbody>
</table>

| From: | Z    | 312    | 59600   | 15130 Frontage Road Intersection Imp       | 20,000.00|

### Justification of Request:

**PLEASE SEE ATTACHED EXPLANATION**

---

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: __________________

Comptroller: __________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

Vote: __________________

Clerk of the Board: __________________

Email this form as a PDF along with any supporting documentation (in PDF Format)
DPW is requesting the Release of Conditions on $20,000.00 of the funds allocated to Account No. Z312-59600-15130, "Frontage Road Intersection Improvements".

These funds were conditioned as follows:

- "Subject to release by the Board of Estimate and Taxation upon notification to the Finance Department of state funding approval"

Historical Information:

- This project is a 100% reimbursable project through the Connecticut Department of Transportation (CTDOT).
- In April 2015, DPW received notification that funds would be released in a short period of time (~2 weeks). Such notice would normally come in a CTDOT funding commitment letter to the Town. Please see attached email dated 20 April 2015, in which CTDOT's Jeffrey Pfaffinger responds to DPW's Jim Michel noting the letter should be forthcoming.
- Concurrently CTDOT was trying to implement a "Municipal Master Agreement" (MMA), a one size fits all contract that it sought to impose on all state municipalities. As it was written, the Town could not enter into the MMA. CTDOT wanted all municipalities to enter the MMA, and then funding approvals would be forthcoming through PALS - project authorization/approval letters.
- Project funding for several Town/CTDOT projects was delayed, including the Frontage Road Intersection Improvements. Please see attached email dated 18 May 2015, in which CTDOT's Jeffrey Pfaffinger responds to DPW's Jim Michel describing why the funding commitment letter was not yet signed for Frontage Road.
- The Town's Law Department and DPW have been working diligently with CTDOT to develop a modified MMA for many months. In recent weeks, CTDOT upper management has accelerated the process and DPW expects to see these delayed projects moving forward in the coming months.
- The project roadway design is 100% complete, and is ready to go out for bid.
- Funding for the project is still available, as can be seen in the attached "WestCOG LOTCIP Solicitation for SWR" document. It clearly shows the Frontage Road project listed under existing commitments. This information was provided at the 5 April 2016 WestCOG meeting.

DPW is requesting a Release of Conditions for $20,000.00 in order to engage a company that will execute traffic signal modifications related to the roadway design. The scope of work from BETA Group, Inc. is attached.

DPW will be present to answer any questions.

Attachments:

20 April 2015 Electronic Correspondence Pfaffinger to Michel re LOTCIP – Greenwich – Frontage Road
18 May 2015 Electronic Correspondence Pfaffinger to Michel re LOTCIP – Greenwich – Frontage Road
WestCOG LOTCIP Solicitation for SWR, 5 April 2016 WestCOG TAG Agenda
5 April 2016 BETA Group Proposal Frontage Road/Delavan Ave & Ritch Ave/Byram Shore Road
The commitment letter has been drafted and sent up the line for signature. It should be out within the next couple of days.

Jeff

-----Original Message-----
From: James Michel [mailto:James.Michel@greenwichct.org]
Sent: Monday, April 20, 2015 10:19 AM
To: Pfaffinger, Jeffrey
Cc: Sean Cardwell
Subject: LOTCIP - Greenwich - Frontage Road

Do you have an estimated completion of review date of this project? We are looking to get the letter of commitment from the state so we can get the project on an agenda with our finance board. Let me know if you still need additional information.

Thank you.

James W. Michel, P.E.
Chief Engineer
DPW Engineering Division
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
203-622-7813 phone
203-861-6147 fax
James,

As you know we sent the Commitment to Fund letter up for signature, however, the decision was made higher up to hold the commitment pending resolution of the issues involving the execution of the Town's Master Municipal Agreement for Construction (MMAC).

Jeff

-----Original Message-----
From: James Michel [mailto:James.Michel@greenwichct.org]
Sent: Tuesday, May 12, 2015 7:34 AM
To: Pfaffinger, Jeffrey
Cc: Sean Cardwell
Subject: RE: LOTCIP - Greenwich - Frontage Road

Can I get an update on this? We have still not seen the commitment letter. Please let me know where we stand. Thank you.

James W. Michel, P.E.
Chief Engineer
DPW Engineering Division
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
203-622-7013 phone
203-861-6147 fax

From: "Pfaffinger, Jeffrey" <Jeffrey.Pfaffinger@ct.gov>
To: "James Michel" <James.Michel@greenwichct.org>
Cc: "Sean Cardwell" <Sean.Cardwell@greenwichct.org>
Date: 04/20/2015 10:25 AM
Subject: RE: LOTCIP - Greenwich - Frontage Road

The commitment letter has been drafted and sent up the line for signature. It should be out within the next couple of days.

Jeff

-----Original Message-----
From: James Michel [mailto:James.Michel@greenwichct.org]
Sent: Monday, April 20, 2015 10:19 AM
To: Pfaffinger, Jeffrey
Cc: Sean Cardwell
Subject: LOTCIP - Greenwich - Frontage Road
Do you have an estimated completion of review date of this project? We are looking to get the letter of commitment from the state so we can get the project on an agenda with our finance board. Let me know if you still need additional information.

Thank you.

James W. Michel, P.E.
Chief Engineer
DPW Engineering Division
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
203-622-7813 phone
203-861-6147 fax
### WestCOG LOTCIP Solicitation for SWR

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Project</th>
<th>Amount</th>
<th>Balance</th>
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<td>Known Funding (FY14-16)*</td>
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<td>$15,029,000</td>
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<tr>
<td>Admin Costs (3% for FY14, 16)</td>
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<td><strong>Existing Commitments</strong></td>
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<td>FY14</td>
<td>Stamford Fiber Trunk Cable</td>
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<td>FY15</td>
<td>Norwalk SoNo Streetscape</td>
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<td>FY15</td>
<td>Greenwich Frontage Road</td>
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<tr>
<td>FY16</td>
<td>Greenwich Sound Beach</td>
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<td>FY14</td>
<td>Norwalk [1] Alternative Enhancements</td>
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<td>FY15</td>
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<td><strong>New Solicitation Requests (FY16)</strong></td>
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<td>Stamford [2] Greenwich @ Pulaski</td>
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<td>FY16</td>
<td>Stamford [5] Atlantic @ Broad</td>
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<td>New Canaan [1] Locomotive Parking</td>
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**Projected 20% Overprogramming (FY16&17)**

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<td>$3,200,703</td>
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*Based on a $45 million statewide allocation

**Information on existing commitments based on available information from the STP-LOTCIP working group as of 12/18/15 or before, excluding SoNo Streetscape

***New solicitation project years and amounts are based on LOTCIP summary application information submitted by the municipalities

****Project movement between FY's is subject to TAG discussion and approval

*****Overprogramming details will be discussed at 4/5 TAG meeting

(#) to left of project name indicates the municipal rank
Meeting of the
Transportation Technical Advisory Group (TAG)
April 5, 2016 at 10:00 am
WestCOG Stamford Office, 888 Washington Blvd, 3rd Floor, Stamford, CT, 06901

Agenda

1. MEETING CALL TO ORDER AND ROLL CALL

2. PUBLIC PARTICIPATION

3. APPROVAL OF MARCH 1, 2016 MINUTES*

4. TIP AMENDMENTS
   a. Project #135-301, Atlantic Street RR Overpass, Stamford*

5. LOTCIP
   a. Consultant Task Based Services Update
   b. Existing Project(s)*
   c. New Regional Priority Projects*

6. INFORMATIONAL ITEMS
   a. Funding & Other Opportunities

7. DISCUSSION OF TIGER APPLICATION(s)
   a. City of Norwalk: West Avenue Connectivity*

8. UPCOMING MEETINGS
   4/21/16 – WestCOG, HVMPO & SWRMPO, Ridgefield Library
   5/3/16 – Transportation TAG, Darien Town Hall (if needed)

9. ADJOURNMENT

*Action item

For language assistance or other accommodations, contact Western Connecticut Council of Governments at least five business days prior to the meeting at help@westernctcog.org. Para asistencia con el idioma y otras adaptaciones, por favor póngase en contacto con Western Connecticut Consejo de Gobiernos por lo menos cinco días hábiles antes de la reunión al help@westernctcog.org.
April 5, 2016

Mr. Sean Cardwell
Civil Engineer I
Department of Public Works
101 Field Point road
Greenwich, CT 06830

Re: Fee Proposal
Town of Greenwich: Frontage Road/Delavan Avenue and Ritch Avenue/Byram Shore Road
Pedestrian Signal Modifications

Dear Mr. Cardwell,

BETA Group, Inc. (BETA) is pleased to present this fee proposal to the Town of Greenwich for the opportunity to prepare design documents to modify traffic signals at the above referenced intersections.

The following exceptions and limitations are noted:

- The Town of Greenwich will provide the following materials:
  - Current signal timings (if different from those shown on plans)
  - Survey including utility locations in AUTOCAD format
  - Roadway design including crosswalks, pavement markings, sidewalks, and sidewalk ramps in AUTOCAD format
  - Design volume and turning movement data

- The new crosswalks may necessitate updated pedestrian clearance intervals and therefore revisions to timings for vehicular phases. Revisions to timings for vehicular phases will be made based on existing phase splits. This proposal does not include traffic counts or development of a traffic model to incorporate pedestrian timing modifications.

- Existing mast arms will not be changed. Structural analysis of existing mast arms and/or structural design of a new mast arm are excluded. If it is determined that either of these services are required they can be provided for an additional fee.

- All signal equipment will remain as existing unless related to pedestrian improvements or left-turn phasing improvements (as decided for the Ritch Avenue/Byram Shore Road intersection).

- BETA will not be required to provide bidding services, construction inspection or administration services.
Mr. Sean Cardwell  
April 5, 2016  
Page 2 of 3

SCOPE OF SERVICES
The Town of Greenwich seeks proposals for the modification of pedestrian signalization. The new pedestrian signals shall be MUTCD compliant and shall be based upon new crosswalk and sidewalk ramp locations to be provided by the Town.

The scope of the work will include the following locations:

- I-95 Southbound On Ramp, Frontage Road at Delavan Avenue
- Ritch Avenue at Byram Shore Road

BETA will provide the following services:

TASK I: RECORD RESEARCH/FIELD REVIEW

- Develop base mapping for the signal improvements based on the survey, existing signal plans, field reviews, utility information, and the proposed roadway design and pavement markings. This information will be compiled and shown on a current Town standard traffic signal border in preparation for design of the signal modifications.
- Review existing underground and overhead utilities as appropriate to ascertain potential conflicts.
- Measure by appropriate means the accuracy of existing signal plans provided by the Town. If major changes are detected, advise the Town.

TASK II: PRELIMINARY DESIGN

- Using design turning movement volumes provided by the Town, BETA will perform capacity/Level of Service analysis of the Ritch Avenue/Byram Shore Road intersection to determine the feasibility/desirability of providing a protected left-turn phase to accommodate the westbound left-turn movement from Ritch Avenue onto Byram Shore Road.
- Review capacity/Level of Service analysis results with the Town. Discuss and decide what improvements should be done to incorporate the phasing change, including the review of structural capacity of the mast arm or the replacement of the mast arm if needed.
- Based on the existing traffic signal plan and current CTDOT standards, prepare traffic signal revisions for both intersections which will reflect the proposed pedestrian signal improvements. The installations will comply with current ADA and MUTCD guidelines. This plan will include:
  - Location of pedestrian signal poles/foundations, pedestrian signal heads, and push buttons
  - Handholes, conduit, wiring (existing and proposed)
  - Means proposed for entering existing control cabinet.
  - Proposed pedestrian clearance intervals
  - Pre-emption settings updated to reflect pedestrian clearance interval changes
  - Revised detection zone locations
- Based on the decision for incorporating the protected left-turn phase for the intersection of Ritch Avenue/Byram Shore Road, prepare traffic signal revisions to reflect the phasing and timing improvements including:
  - Revised traffic signal head(s)
  - Revised wiring
Mr. Sean Cardwell  
April 5, 2016  
Page 3 of 3

- Revised movement diagram/phasing chart, and signal timing
- Revised detector configuration

- Prepare preliminary construction documents including a signal plan for each intersection and draft technical specifications
- Prepare a detailed cost estimate of the work for each location
- Submit one (1) set of drawings to the Town for review. The Town will review the plans and provide comments to the consultant.
- Meet with Town Staff to review comments.
- Revise plans per Town staff comments.
- Submit plans to OSTA for review.

**TASK III: FINAL CONSTRUCTION DOCUMENTS**

- Finalize construction documents for bidding including signalization plans, cost estimate construction details, and technical specifications.
- Submit one (1) set of drawings and technical specifications to Town for bidding.
- Provide an AUTOCAD digital file of the project drawings. Provide PDF copy of drawings and technical specifications.

**FEE PROPOSAL**

BETA proposes to complete the work as noted in the fee schedule below:

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<thead>
<tr>
<th>Task Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>TASK I (Record Research/Field Review)</td>
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<tr>
<td>TASK II (Preliminary Design)</td>
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<tr>
<td>TASK III (Final Construction Documents)</td>
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<tr>
<td>TOTAL DESIGN FEE</td>
<td>$17,800 LS</td>
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**DIRECT COSTS (Printing/Mileage)** $1,000 Allowance

BETA will submit invoices for payment on a monthly basis.

If you have any questions or would like to discuss this proposal further, please contact me at (860) 513-1503 or NHabesSch@BETA-Inc.com.

Sincerely,
BETA Group, Inc.

Najib O. Habesch  
Principal-in-Charge
Town Of Greenwich  
Request Form For Capital Carry Forward

Department & Division: DPW
Action Requested: Capital Carry Forward
Date of Submission: May 27, 2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z</td>
<td>312</td>
<td>59620</td>
<td>16139</td>
<td>Bailiwick Road Bridge Rehab</td>
<td>2,625,000</td>
</tr>
</tbody>
</table>

Justification of Request: (Set forth reasons the capital item is needed to continue, reasons there have been zero expenditures, and the status of the project.)

DPW is requesting to carry over this funding. At this time the design is at 90% completion. The project is currently on hold by Connecticut Department of Transportation (CTDOT) until the Municipal Master Agreement (MMA) has been completed and revised as required by Town Charter.

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: __________ Comptroller: ________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

- Approved
- Disapproved
- Modified as follows: Second:

Clerk of the Board: ____________________

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement
Town Of Greenwich
Request Form For Capital Carry Forward

BET Meeting Date: Jun-16
Application #: PR 3

Department & Division: P&R
Action Requested: Capital Carry Forward
Date of Submission: May 26, 2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z</td>
<td>822</td>
<td>59140</td>
<td>15185</td>
<td>Pinetum Gate</td>
<td>$35,000</td>
</tr>
</tbody>
</table>

Justification of Request: (Set forth reasons the capital item is needed to continue, reasons there have been zero expenditures, and the status of the project.)

This electronic gate system will replace the existing labor intensive process of closing and opening the gate. The precursor project to install lighting and provide electrical power for use by the electronic gate system has been completed. Bid process has been completed and the contract for the construction and installation of the gate system is currently in process.

Board Chairman
Department Head:

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: Comptroller: ____________________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

[ ] Approved 
[ ] Disapproved 
[ ] Modified as follows: 

Motion: 
Second: 

Clerk of the Board: ____________________________

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement.
Department & Division: P&R
Action Requested: Capital Carry Forward
Date of Submission: May 26, 2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z</td>
<td>832</td>
<td>59260</td>
<td>14193</td>
<td>Replace Steel Work Boat</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

*Justification of Request*: (Set forth reasons the capital item is needed to continue, reasons there have been zero expenditures, and the status of the project.)

A new work boat will comprise of the resources from three capital projects: 14193, 15195, 16222. The bid process is scheduled to commence during the week of May 30th with the expectation that the boat will be completed and ready for use by the Fall 2016 season.

Board Chairman: Department Head:  

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: Comptroller:  

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

- Approved
- Disapproved
- Modified as follows:  

Clerk of the Board:  

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement.
Town Of Greenwich
Request Form For Capital Carry Forward

BET Meeting Date: Jun-16
Application #: PR 5

Department & Division: P&R

Action Requested: Capital Carry Forward

Date of Submission: May 25, 2016

<table>
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<tr>
<th>Fund</th>
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<th>Desc</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>832</td>
<td>59260</td>
<td>15195</td>
<td>Work Boat Outboard Motor</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Justification of Request: (Set forth reasons the capital item is needed to continue, reasons there have been zero expenditures, and the status of the project.)

A new work boat will comprise of the resources from three capital projects: 14193, 15195, 16222. The bid process is scheduled to commence during the week of May 30th with the expectation that the boat will be completed and ready for use by the Fall 2016 season.

Board Chairman

Department Head:

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: ____________ Comptroller: __________________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

Approved
Disapproved
Modified as follows:

Motion:
Second:

Clerk of the Board: __________________________

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement.
Town Of Greenwich
Request Form For Capital Carry Forward

Department & Division: P&R

Action Requested: Capital Carry Forward

Date of Submission: May 25, 2016

<table>
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<tr>
<th>Fund</th>
<th>Dept</th>
<th>Object</th>
<th>Project</th>
<th>Desc</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z</td>
<td>834</td>
<td>59260</td>
<td>16222</td>
<td>Steel Work Boat</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

Justification of Request: (Set forth reasons the capital item is needed to continue, reasons there have been zero expenditures, and the status of the project.)

A new work boat will comprise of the resources from three capital projects: 14193, 15195, 16222. The bid process is scheduled to commence during the week of May 30th with the expectation that the boat will be completed and ready for use by the Fall 2016 season.

Board Chairman

Department Head:

Certified correct as to computations and amounts shows as appropriations to date and unencumbered balances, with any changes given.

Date: ____________ Comptroller: __________________________________________

The following action was taken at a meeting of the Board of Estimate and Taxation held on:

- [ ] Approved
- [ ] Disapproved
- [ ] Modified as follows:

  Motion: __________________________________________

  Second: __________________________________________

  Clerk of the Board: ________________________________

This form should be submitted with 35 blue copies in addition to a current Appropriation Statement
RESOLUTION AUTHORIZING THE ISSUANCE OF $60,529,000 BONDS
OF THE TOWN TO MEET A PORTION OF THE CAPITAL BUDGET
APPROPRIATIONS IN THE CAPITAL PLAN FOR FISCAL YEAR 2016-
2017 AND PENDING THE ISSUANCE THEREOF THE MAKING OF
TEMPORARY BORROWING FOR SUCH PURPOSE

WHEREAS, the Board of Estimate and Taxation and the Representative Town Meeting have approved specific appropriations for the various capital projects in the Town’s Capital Plan for the fiscal year ending June 30, 2017, for the purposes and in the amounts appearing under “General Fund” in said Capital Plan;

BE AND IT IS HEREBY RESOLVED:

Section 1. To meet the portion of the approved capital budget appropriations for general public improvement and school projects in the capital budget for fiscal year 2016-2017 (the “Capital Budget Projects”), $60,529,000 general obligation bonds of the Town are authorized to be issued in one or more series, maturing in annual installments of principal in compliance with the General Statutes of Connecticut, as amended from time to time (the “Connecticut General Statutes”), provided the final installment shall be due not later than the fifth year after their date. The bonds shall be in the denomination of $5,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Chairman of the Board of Estimate and Taxation and the Treasurer, and countersigned by the Comptroller, have the seal of the Town affixed and attested by the Town Clerk, be certified by a bank or trust company, and be approved as to their legality by nationally recognized bond counsel. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon.

Section 2. The aggregate principal amount of the bonds of each series to be issued, and the manner of issue and sale shall be determined by the Comptroller, provided the bonds shall be issued in amounts which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the costs of issuance of such bonds. The annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest payable thereon, shall be determined by the Comptroller, in accordance with the Connecticut General Statutes.

Section 3. Said bonds shall be sold by the Comptroller, in a competitive offering or by negotiation, in his discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Comptroller.

Section 4. The Comptroller is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the
Chairman of the Board of Estimate and Taxation and the Treasurer, and countersigned by the
Comptroller, have the seal of the Town affixed and attested by the Town Clerk, be approved as to
their legality by nationally recognized bond counsel, and be certified by and payable at a bank or
trust company designated by the Comptroller, pursuant to Section 7-373 of the Connecticut General
Statutes. They shall be issued with maturity dates which comply with the provisions of the
Connecticut General Statutes governing the issuance of such notes, as the same may be amended
from time to time. The notes shall be general obligations of the Town and each of the notes shall
recite that every requirement of law relating to its issue has been duly complied with, that such note
is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are
pledged to the payment of the principal thereof and the interest thereon. The net interest cost on
such notes, including renewals thereof, and the expense of preparing, issuing and marketing them,
to the extent paid from the proceeds of such renewals or said bonds, shall be included as a capital
cost of the Capital Budget Projects. Upon the sale of the bonds, the proceeds thereof, to the extent
required, shall be applied forthwith to the payment of the principal of and the interest on any
temporary borrowings then outstanding or shall be deposited with a bank or trust company in trust for
such purpose.

Section 5. The Board of Education is authorized in the name and on behalf of the Town to
apply to the Connecticut Commissioner of Education for any and all State grants-in-aid of the
Project.

Section 6. The Town hereby expresses its official intent pursuant to §1.150-2 of the
Federal Income Tax Regulations, Title 26 (the “Regulations”), to reimburse expenditures paid sixty
days prior to and any time after the date of passage of this resolution in the maximum amount and for
Capital Budget Projects with the proceeds of bonds, notes or other obligations (“Tax Exempt
Obligations”) authorized to be issued by the Town. The Tax Exempt Obligations shall be issued to
reimburse such expenditures not later than 18 months after the later of the date of the expenditure or
the substantial completion of the Capital Budget Projects, or such later date the Regulations may
authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based
upon its reasonable expectations as of this date. The Comptroller is authorized to pay project
expenses in accordance herewith pending the issuance of Tax Exempt Obligations.

Section 7. The Comptroller is hereby authorized, on behalf of the Town, to enter into
agreements or otherwise covenant for the benefit of bondholders to provide information on an annual
or other periodic basis to the Municipal Securities Rulemaking Board (the “MSRB”) and to provide
notices to the MSRB of material events as enumerated in Securities and Exchange Commission
Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect
the sale of the bonds or other obligations authorized by this resolution. Any agreements or
representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and
approved.

Section 8. The time for the issuance of bonds, notes or other obligations authorized
hereunder shall not be limited but shall remain in full force and effect until all payments are made and
all borrowings completed for the Capital Budget Projects financed by such bonds or other obligations.

Section 9. The Chairman of the Board of Estimate and Taxation, the Treasurer and the
Comptroller are hereby authorized, on behalf of the Town, to enter into any other agreements,
instruments, documents and certificates, including tax and investment agreements, for the
consummation of the transactions contemplated by this resolution and to contract in the name of the
Town with engineers, contractors and others in connection therewith.
The meeting was called to order at 5:06 P.M.

Mr. Lash welcomed attendees.

Request for Budget Adjustments

<table>
<thead>
<tr>
<th>HD-5</th>
<th>Health – Grant Fund</th>
<th>Approval to Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,500</td>
<td>F40339 51300 &amp; 57050</td>
<td>Temporary Salaries &amp; Social Security</td>
</tr>
</tbody>
</table>

Ms. Kiernan asked Ms. Baisley to clarify whether the Grant funds were for planning or supervision to which Ms. Baisley responded that the Grant would cover the cost of various activities including the planning, certification, training and coordination of participation in TOG’s Emergency Medical Reserve Corps, which was the largest in the State. Mr. Ramer asked whether the salary was covered by two grants and what would happen if the grant funding was lost. Ms. Baisley replied that the Town would have no further obligation.

Upon a motion by Ms. Tarkington, seconded by Mr. Ramer, the Committee voted 4-0 to approve the application and forward it to the Board of Estimate and Taxation as a Routine Application.

<table>
<thead>
<tr>
<th>SE-8</th>
<th>First Selectman</th>
<th>Approval to Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>$750,000</td>
<td>F801 57210</td>
<td>DECD Grant – Bruce Museum</td>
</tr>
</tbody>
</table>

Mr. Sutton described the proposed Grant, to be used to renovate the Bruce Museum’s science gallery. The Grant, will be received by the Town, as the Town owns the land and building. The project is estimated to cost $810,000. Mr. Ramer queried the open ended negative pledge, required by the CT DECD. Ms. Tarkington further questioned the explanation, as well as the use restriction, the State’s conveyance enforcement covenants, the Town’s reporting
requirements, and any potential financial burden placed on the Town by the environmental investigation requirements. Ms. Tarkington noted the extensive requirements on the Town for a $750,000 Grant for a property the Assessor values at $16.2 million. Ms. Kiernan asked whether there would be any increase in operation costs after the renovation, and Mr. Sutton replied that there would be no increase. Ms. Kiernan asked who would pay for any cost over-run from the renovation, and Mr. Sutton replied that the Bruce would pay for such costs.

No Vote was taken. Decision deferred for review of the documents by the BET Law Committee.

ED-9

<table>
<thead>
<tr>
<th>BOE School Lunch Fund</th>
<th>Additional Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120,000</td>
<td>S670 53400</td>
</tr>
</tbody>
</table>

Mr. Hopkins and Mr. Hricay described how increased expenses for quality food that met USDA recommendations, plus a reduced Federal grant, and increased cost of partnering with Garden Catering necessitated the application for additional funds. This additional loss had not been forecasted during the FY 2016-2017 Budget meetings. Ms. Kiernan asked what adjustments would be made to offset the costs, and Mr. Hopkins responded that higher sales prices were being considered but would not be implemented during the last 6 weeks of this school year. He added that originally, he had forecast food sales that would reduce the deficit by $62,000. After Ms. Tarkington suggested that the special project team be reinstated, Ms. Erickson commented that a Committee would be convened to analyze what constructive steps could be taken. Mr. Mynarski reminded the Committee that the Lunch Fund deficit was scheduled to be amortized over a three year period and that this additional appropriation and the inability to pay down the $62,000 toward the deficit would worsen the program’s financial position in FY17 Budget planning.

Upon a motion by Ms. Kiernan, seconded by Mr. Ramer, the Committee voted 4-0 to approve the application and forward it to the Board of Estimate and Taxation as a Non-Routine Application.

ED-10

<table>
<thead>
<tr>
<th>BOE</th>
<th>Approval to Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>$177,206</td>
<td>Z680 59080</td>
</tr>
</tbody>
</table>

The Application for a new scoreboard for Cardinal Stadium was withdrawn.

ED-11

<table>
<thead>
<tr>
<th>BOE</th>
<th>Release of Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>$850,000</td>
<td>Z680 59560</td>
</tr>
</tbody>
</table>

BOE representatives explained that representatives of the BOE, the Board of Health and the Department of Parks and Recreation had convened a Turf Committee, which reviewed the bids for the turf replacement and made a decision, as documented by the BOE memorandum in the meeting packet. Mr. Matten showed the Committee samples of three turf materials that had been considered and explained the characteristics and costs of each. He cited the GreenPlay material’s environmental quality which eliminated dust, drainage characteristics, consistency throughout the field, and its ability to be refilled as reasons for the selection. Mr. Ramer reiterated the BET release conditions specified that the BET needed to receive the BOE, Board of Health and Department of Parks & Recreation approval to accept the Application for Release of Conditions. Ms. Kiernan interpreted the condition as allowing authorized agents of these boards and departments to act on their behalf. Ms. Tarkington asked if the logistics and timing
of the turf replacement activity had been reviewed with DPW and AECOM. Mr. Matten responded that he would follow-up more formally with the Departments for their approval to meet BET conditions.

Upon a motion by Ms. Kiernan, seconded by Mr. Ramer, the Committee voted 4-0 to approve the application and forward it to the Board of Estimate and Taxation as a Non-Routine Application.

NW-4    Nathaniel Witherell    Release of Conditions
$1,200,000  H999 57128  Fringe Benefits

Mr. Simon requested that the Budget Committee add an item to its Agenda.

Upon a motion by Mr. Ramer, seconded by Mr. Lash, the Committee voted 4-0 to approve taking up the item as NW-4.

Mr. Simon explained that in May 2015, the BET had conditioned a quarterly review of releasing Nathaniel Witherell’s Fringe Benefits. Ms. Kiernan requested an update on TNW’s financial performance, to which Mr. Simon responded that the deficit was reduced slightly by revenue from the high occupancy. Mr. Simon and Mr. Geiger agreed to provide additional information in the usual budget format for the full BET meeting.

Upon a motion by Ms. Tarkington, seconded by Mr. Ramer, the Committee voted 4-0 to release the condition and forward it to the Board of Estimate and Taxation as a Non-Routine application.

ED-12    BOE School Lunch Fund    Release of Conditions
$664,770  S670 51300  Temporary Salaries

Upon a motion by Ms. Kiernan, seconded by Mr. Ramer, the Committee voted 4-0 to release the condition and forward it to the Board of Estimate and Taxation as a Non-Routine application.

Old Business

- **Discussion of 2016-2017 Budget** – Mr. Lash asked the Committee members for their comments and recommendations to bring to the BET at its May 16th meeting. The Committee reviewed the items reduced by the RTM totaling $3,240,000 and discussed how to handle the operating savings balance of $609,632 after the restoration of the cuts to BOE and Nathaniel Witherell’s budgets. Mr. Geiger was asked what the corresponding impact was on the Mill Rate, to which he replied the change in the Mill Rate would be 2.81% rather than 2.99%. Mr. Mynarski was asked for his recommendation on whether to apply the savings to the Operating Budget and reduce the Mill Rate, he commented that his preference would be to set the Mill Rate to the Budget approved by the RTM. The discussion continued with various members offering possible ways to accommodate the RTM changes, but Mr. Mason suggested taking no action until Town departments returned unspent project money at fiscal year-end. He also suggested that further discussion would be taking place during the development of the coming year’s Budget Guidelines before August.
Mr. Lash thanked Committee members for their comments, which he would present to the BET.

New Business

None

Approval of BET Budget Committee Meeting Minutes

Upon a motion by Mr. Ramer, seconded by Ms. Tarkington, the Committee voted 4-0 to approve the Minutes of the Budget Committee’s Regular Meeting April 12, 2016.

Adjournment

Upon a motion by Ms. Tarkington, seconded by Mr. Ramer, the Committee voted 4-0 to adjourn at 7:25 P.M.

Next regular meeting will be June 6, 2016 at 5:00 P.M. in the Town Hall Meeting Room.

Respectfully submitted,

Catherine Sidor, Recording Secretary

James A. Lash, Chairman.