

TOWN OF GREENWICH  
BOARD OF ESTIMATE AND TAXATION  
LAW COMMITTEE SPECIAL MEETING  
MINUTES

Wednesday, September 27, 2017  
Law Department Conference Room

Committee: Leslie L. Tarkington, Chair; Elizabeth Krumeich

Other: John Wayne Fox, Town Attorney; Attorney; Peter Mynarski, Comptroller;  
Jill Oberlander, BET Member; Karen Fassuliotis, BET Candidate

The meeting was called to order at 9:35 A.M.

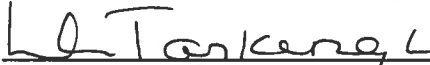
**Discussion – Second Amendment to Bruce Museum Management Agreement**

The Committee discussed the draft Second Amendment to the Bruce Museum Management Agreement with amendments drafted by Town Attorney Wayne Fox (attached). The Town Attorney incorporated amendments discussed with the Bruce Museum at a meeting on September 18, 2017.

The BET Law Committee reviewed the Second Amendment to the Bruce Museum Management Agreement (the "2<sup>nd</sup> Amendment"), as amended by the parties. The Law Committee by a vote of 2-0 conceptually approved the 2<sup>nd</sup> Amendment, as amended.

**Adjournment**

The meeting was adjourned at 11:03 A.M.

  
\_\_\_\_\_  
Leslie L. Tarkington, BET Law Committee Chairman

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09/27/17  
BET Lm

**SECOND AMENDMENT  
TO  
BRUCE MUSEUM MANAGEMENT AGREEMENT**

This Second Amendment to the Bruce Museum Management Agreement (the "Second Amendment") is made, entered into and effective this \_\_\_ day of \_\_\_, 2017.

**RECITALS:**

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

**WHEREAS**, the Management Agreement authorized BMI to expand and improve the Museum and the Museum Premises in accordance with plans annexed to and made a part of the Management Agreement (hereinafter referred to as the "1992 Plans");

**WHEREAS**, BMI constructed the approved expansion and related improvements to the Museum and the Museum Premises in accordance with the 1992 Plans;

**WHEREAS**, BMI and the Town Amended the Management Agreement on November 2, 2016 as set forth in the First Amendment To Bruce Museum Management Agreement (the "First Amendment");

**WHEREAS**, BMI proposes to further expand and improve the physical facilities of the Museum and of the Museum Premises and has, at its sole cost, prepared plans and specifications (hereinafter referred to as the "2017 Plans"), a copy of which is annexed hereto as EXHIBIT A and made a part hereof, detailing such further expansion and improvement of the Museum facilities and the Museum Premises, as referred to above;

**WHEREAS**, BMI has privately raised substantial sums for the purposes of constructing such further expansion and improvements to the Museum facilities and the Museum Premises in accordance with the 2017 Plans;

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

1. All defined words and phrases in Second Amendment shall have the same meanings ascribed to them in the Management Agreement and First Amendment.
2. The definition of "Plans" in the Management Agreement is hereby amended to include the 2017 Plans 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.

3. The Town hereby gives BMI permission to construct the expansion and improvements to the Museum facilities and the Museum Premises substantially in accordance with the 2017 Plans. Said expansion and improvements shall be so constructed: (a) at BMI's sole cost and expense, (b) in a good and workmanlike manner, and (c) in accordance with all applicable requirements of law. Under no circumstance will the Town be obligated to underwrite the project or be responsible for the costs incurred in completing the expansion project. -BMI shall require all involved contractors to provide insurance of the types and in the amounts reasonably satisfactory to the Town to indemnify the Town and its officers and employees against all expenses, loss or cost damage resulting from or arising out of the construction of such improvements and additions. The foregoing authorization is subject to all other applicable and required municipal approvals and permits.

4. BMI represents that the area of the Museum Premises in which the further expansion and improvements will take place has previously undergone environmental sampling and testing. BMI ~~has~~ will provided to the Commissioner of Public Works for the Town the corresponding Environmental Soil Sampling & Testing Report dated February 10, 2015 prepared by Melick-Tully and Associates PC (hereinafter, with any updates or revisions, the "Environmental Report") and shall, at the sole cost of BMI, conduct any and all remediation and disposal work recommended as a result of said Environmental Report or which may be required stemming from the Museum expansion and improvements by any federal, state or local agency having regulatory authority over same or by the Commissioner of Public Works. BMI will also provide to the Town documentation showing specifically the area involving the museum expansion and improvements that has been tested or will be tested. Said environmental remediation shall be conducted by appropriately licensed contractors who will provide proof of environmental hazard insurance naming the BMI and the Town as insureds.

5. BMI represents that all sums due under contracts heretofore entered into by BMI in connection with the further expansion and improvements of the Museum have been fully paid or BMI has sufficient funds on hand to make full payment under such contract. Before commencing any phase of the construction of such expansion and improvements BMI shall have sufficient cash on hand or enforceable donor pledges to cover the full amount of such -phase, inclusive of all contract contingency amounts, and shall evidence same to the reasonable satisfaction of the Town Comptroller. All phases of construction shall be coordinated in a manner which will not adversely affect the integrity of the completed work or the Museum Premises. BMI shall require all contractors performing work for the Museum expansion and improvement, when the amount of the contract is over One Hundred Thousand Dollars (\$100,000), to provide a payment, performance and maintenance bond to BMI and the Town for the full amount of the contract, or other adequate insurance or security acceptable to the Town.

6. The Town Accounts referred to in Paragraph 6 of the Management Agreement no longer exist. Accordingly, the Town shall establish a new Town Account for the purpose of accounting for all proceeds derived from the sale or disposition of objects from the Museum's collection, against which BMI shall have the authority to draw for additions to the Museum collection.

7. Section 2 of the Management Agreement, Ownership and Use of Museum Real Property, shall be amended to add at the end thereof the following sentence: "The Museum's use of any Town parking lot shall be hereinafter coordinated through the Town Director of Parking Services with priority given to Town events on Town parking lots other than the Bruce Museum Premises."

8. BMI will provide the Town with a pro-forma budget including capital items covering the next 5 years. On a quarterly basis BMI will provide the Town a current status of contributions received and expenses incurred in conjunction with the expansion.

9. BMI and the Town wish to clarify responsibilities of the parties as evidenced in Paragraph 7 of the Management Agreement. Paragraph 7 of said agreement calls for the Town to provide reasonable maintenance and repair of the museum building and the museum premises, as more particularly described within said paragraph. These obligations will continue except as hereinafter provided.

~~In lieu of the provisions of the first sentence of Paragraph 7(a) of the Management Agreement, [which provided that 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 operations of the Museum premises,] the following shall be inserted:~~

~~(a) Throughout the term of this Agreement, as set forth in the First Amendment, the Town shall continue to provide reasonable maintenance and repair of the Museum building and the Museum Premises as described in Paragraph 7 of the Management Agreement except as hereinafter amended:~~

- i. The Town shall continue to provide: snow plowing as needed for all driveways, parking areas, the Steamboat Road stair, and the Premises' perimeter sidewalk; spring ~~clean-up~~clean-up once per year; leaf blowing/removal 2-3 times per year as needed; annual tree maintenance as required; shrub and flower bed maintenance 2-3 times per year as needed; lawn mowing and trimming as needed, approximately 2-3 times per month depending on growing conditions; and refuse removal from all Town trash receptacles located on the Museum Premises.
- ii. Except as provided in sub-paragraph (i) above, BMI shall maintain exterior improvements to the Museum Premises including signs, sidewalks, paths, stairs, curbs, markings, pavement, fences, rails and retaining walls. BMI shall provide snow removal on any additional interior site walkways, entrances and loading areas not outlined in paragraph 7(a)(i), above; maintain all outdoor exhibits; maintain and upkeep the landscaped courtyard; provide periodic cleaning of the museum building (i.e. power washing); and replace all light bulbs on the Museum Premises. BMI shall maintain all existing and proposed sewer laterals and infrastructure located on the Museum Premises. BMI shall also maintain all existing stormwater infrastructure on the Museum Premises and any proposed stormwater management infrastructure on the Museum

Premises as outlined in the Stormwater Management Practices Maintenance Declaration and depicted on the Drainage Facilities Exhibit, attached hereto as EXHIBIT B.

9.10. Except as modified and amended hereby, the Management Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Second 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 Sutton  
Its Executive Director  
Duly Authorized

**TOWN OF GREENWICH**

By: \_\_\_\_\_  
Peter J. Tesei  
Its First Selectman  
Duly Authorized