

TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER

172 Main Street, Killingly, CT 06239 Tel: 860-779-5335 Fax: 860-779-5382

TOWN OF KILLINGLY
FISCAL SUBCOMMITTEE MEETING
January 21, 2020
6:30 p.m.

Killingly Town Hall Room 102 172 Main Street, Killingly, CT 2020 JAN 16 PM 2: 31

Jason Anderson Ed Grandelsk Chastity Walsh

Alt: Coleen Brakenwagon

Agenda

- 1. Call to order
- 2. Citizens participation
- 3. Adoption of minutes: September 17, 2019
- 4. Unfinished business
- 5. New business:
 - Discussion and possible action regarding installation of turf fields at Killingly High School
 - b. Discussion and possible action regarding the appropriation of LOCIP funding to resurface Owen Bell's rubberized playground surface
- 6. Other
- 7. Adjournment



TOWN OF KILLINGLY FISCAL SUBCOMMITTEE MEETING

September 17, 2019 6:30 p.m. Town Manager's Office, Killingly Town Hall, 172 Main Street Meeting Minutes

1. Call to Order

Mr. Griffiths called the meeting to order at 6:45PM. Mr. Cesolini and Mr. LaPrade are absent with notification.

Members Present:

Alt. Ed Grandelski

Others Present:

Mary T. Calorio, Town Manager Jennifer Hawkins, Finance Director

Member Griffiths recognized Alternate Grandelski as a regular member for this meeting.

2. Citizens Participation: None

3. Adoption of Minutes: March 12, 2019

Motion by Mr. Grandelski to accept minutes. Second by Mr. Griffiths. Motion carries unanimously.

4. Unfinished Business: None

5. New Business

a. Discussion and possible action regarding year end transfers for FY 2018-19

Town Manager reviewed the requested budgetary transfers for fiscal year ended June 30, 2019. Members discussed the overage for legal expenses. Members also discussed the amounts to be transferred into reserves. Mr. Grandelski made a motion to recommend the transfers as presented to the Town Council for approval. **Second** by Mr. Griffiths. **Motion carries** unanimously.

b. Pension Fund annual review - presented by Hooker & Holcombe

Stuart Herskowitz from Hooker & Holcombe reviewed the Town of Killingly Employee's Retirement Income Plan performance. Members discussed fund performance. Mr. Herskowitz reported this pension plan was fully funded and performing very well.

6. Adjournment

Motion to adjourn by Mr. Grifffiths at 7:37 PM. **Second** by Mr. Grandelski. **Motion carries** unanimously.

Respectfully submitted, Mary T. Calorio

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Memorandum

Date: January 16, 2020

To: Mary Calorio, Town Manager

From: Jennifer Hawkins, Finance Director

RE: BOE Unexpended Education Fund

The Board of Education (BOE) has requested to transfer \$436,849 to the BOE unexpended fund based on their estimated fiscal year 2018-2019 budget surplus of \$757,573. By statute, and the memorandum of understanding between the Town and Board of Education the BOE, is allowed to transfer up to 1% of the prior fiscal year budget of \$43,684,951 or \$436,849 providing that the total accumulation of funds does not exceed \$1,750,000.

Assuming the full transfer is approved the balance in the unexpended education fund would be as follows:

Balance as of December 31, 2019 \$955,997

Anticipated transfer

\$436,849

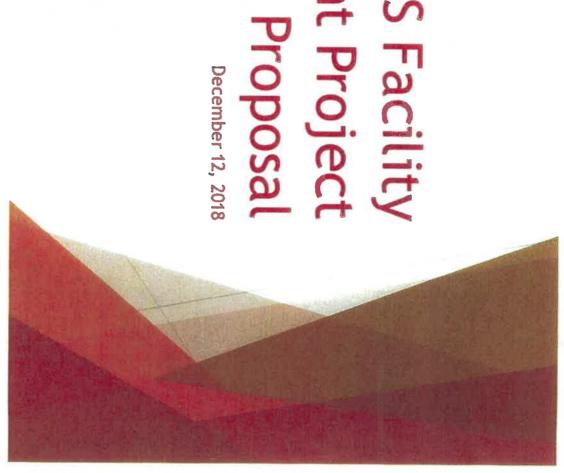
Total

\$1,392,846



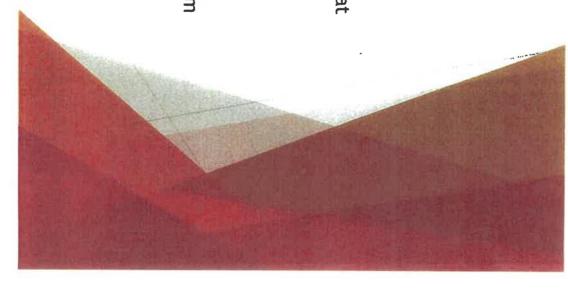


December 12, 2018



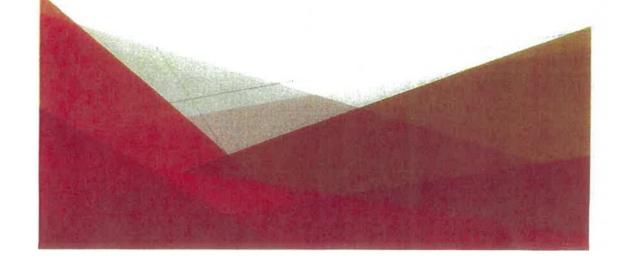
Purpose of the Presentation

- To obtain permission to further investigate a synthetic turf facility at
- To share concerns for student athletes and spectator safety
- To propose some ideas to support KHS Athletics and the greater community currently and into the future
- To create a sense of the current state of fields and athletics program



Enhancing student opportunities

- Increase student participation in athletics
- Enhance academic outcomes
- Support a positive learning community
- Increase student opportunities on site at new KHS



Status of Current Athletics and Field Usage

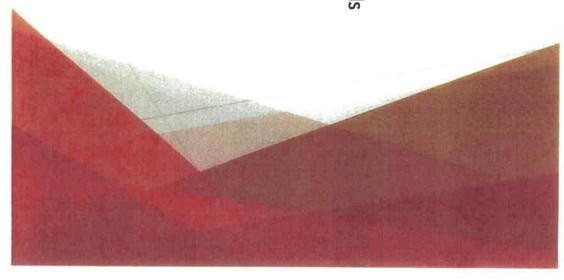
- Fields at both 79 Westfield and the new KHS are in need of resurfacing and added topsoil due to erosion and use
- Spectators cannot access all playing fields to watch athletic events
- Limited seating and accommodations at both 79 Westfield & the new KHS
- Football field has been plagued with insects (grubs) all season
- Current CTDEEP regulations limit what chemicals can be used to treat fields resulting in sub par fields and increase maintenance costs
- 21 sports offered, 11 travel off campus to practice and play. Many students drive themselves, walk or take the bus offered

Current Needs

- Keep all students/student athletes on-site for all sports
- Add parking near the lower level practice and game fields
- Provide access for all visitors to all fields on-site
- Increase supervision of all student athletes on-site
- Reduce transportation needs to 79 Westfield and Owen Bell Park (currently approximately \$6,000 yearly)
- Both the 79 Westfield & new KHS fields are in need of resurfacing due to usage and erosion
- Provide an on-site home for the KHS Wrestling team
- Provide adequate training facilities for track and weight training off season
- Operation and Maintenance (as seen on master plan) To include the original maintenance building for equipment storage for

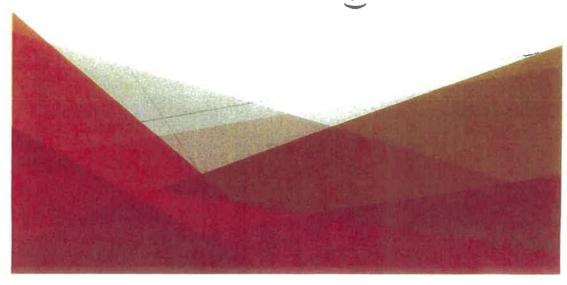
Pros

- Reduction in transportation costs
- Reduction in cost for maintaining two sites for painting field lines, mowing and maintenance
- Reduce the amount of time maintenance is spending lining the fields and preparing them for multi-sport/game use
- Allows administration to be on-site for all events
- Safety for all student athletes
- Major attraction for 8th graders Brooklyn/Pomfret/Ag Ed
- Research has proven that there is a reduction of athletic injuries
- Would allow for more athletic revenue opportunities
- More Physical Education time outside
- More band practice time
- Huge sense of community pride "why not us?"



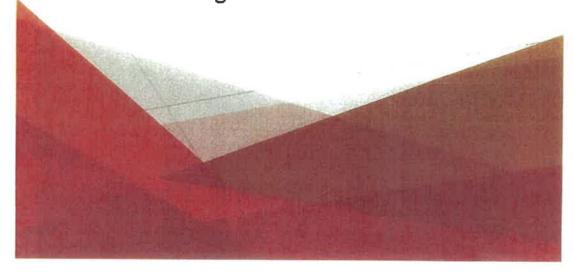
Current Annual Costs

- \$6,000.00 per year to transport students to off-site
- practice and game locations
- \$12,000.00 for SOD to repair the damage by grubs (fall \$ 5,000.00 per year for water and sprinklers (over 9 years) 2018)
- \$ 7,500 per year field mowing and lining
- \$ Maintenance after games and practices to repair fields
- \$ 500 Port-O-Potty rentals at 79 Westfield Ave. cost for 9 years \$4,500.



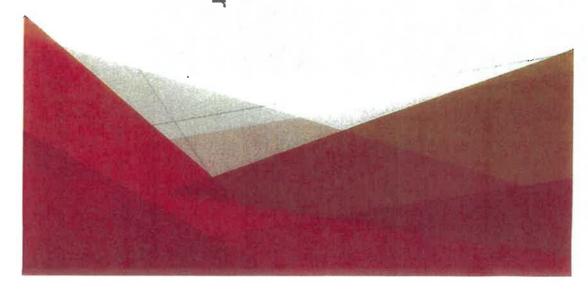
Potential Funding

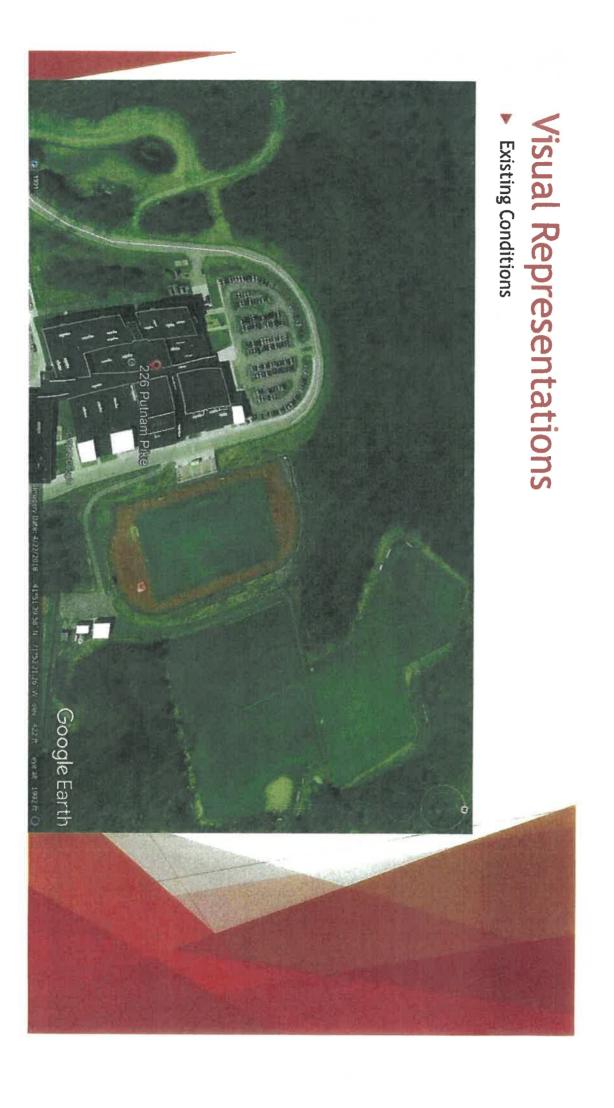
- Grants
- Company Lease
- Private donors
- Town funding
- Advertising
- Alumni Outreach
- Increased cost of athletic assessment fees
- Field Rental Fees for Practices and Tournaments (added commerce to Town)
- Increasing athletic events we charge for:
- Soccer
- Field Hockey
- Volleyball



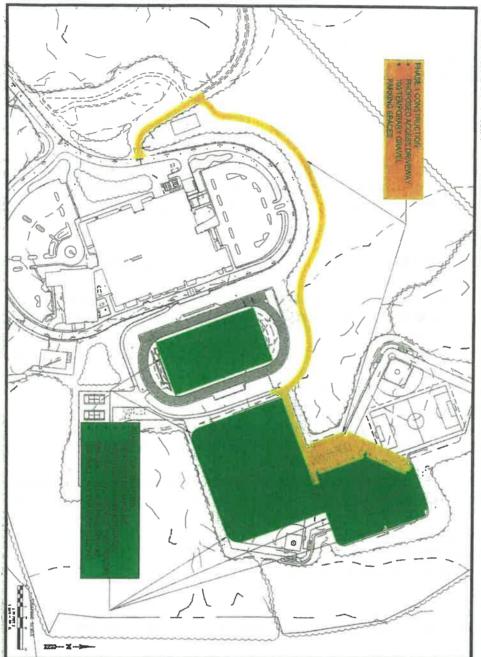
Early Concepts/Needs Based

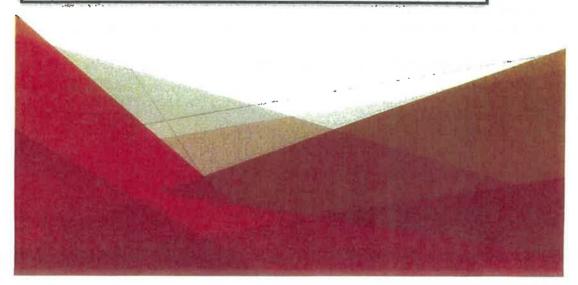
- Complete an access road to the lower fields
- Replace football/soccer/stadium field with turf
- Replace two fields with turf (Football/Soccer & Lower field with 6 sports including baseball and softball)
- Field House needed to include wrestling, gymnastics, fields and sports equipment storage weight room for all sports on-site, baseball and softball batting nets, locker rooms, bathroom facilities for lower
- Provide overflow parking (up to 200+/- spaces) for Stadium sporting or other school events





Visual Presentations ► Master Plan





Updated Turf Field Project Estimate
December 18, 2019
Submitted by Andrew Dyjak
Regional Vice President – New England
Field Turf

Below is a budget estimate and breakdown of design, materials, and labor for a turf field installation at Killingly High School. After several test pits are taken and we confirm a required depth of soil, Field Turf will put together an official quote via the state of CT Coop purchasing consortium.

Site, Design and Permitting

\$393,150

Design

Permitting (Normal Permitting Cycle, If multiple extra meetings or re-designs are needed there maybe additional fees of approximately \$1,000 per meeting re-design) Attending necessary meetings

Mobilization

GPS Plan and layout

Erosion and Sediment Control

Strip and remove topsoil- stockpile on campus

Grade subgrade to .5% profile- spoils to be stockpiled on campus

Install 6" wide by 12" deep turf attachment curbs adjacent to existing ACO drain curbs Install 8" sideline collection drains

Connect collection drains to (4) existing 6" outfall pipes located inside of track surface Install flat drains - 25' on center running to hash marks- connect into stone of collection drains

Provide and Install 8" deep 3/4" stone field sub base

Provide and Install 2" deep top dressing stone

Laser grade field, match end grades to D zones

Clean up and demobilize

Additional Requested Items

Install irrigation pipes to mid field and across ~ connected to existing irrigation line located inside of track

Provide and install irrigation quick connect boxes

Cut in ,curb, provide and install sand fill for new high jump sand pit in East D zone

Synthetic Turf - Vertex Prime 2.5", 9.2lbs of infill	\$427,500
Logo	\$18,500
End Zone Letters	\$17,500
Shaded Numbers	\$11,000
All inlaid lines included	30.000

Total Synthetic Turf: \$474,500

Bleachers - Stadium Solutions 280 person Bleachers:

\$38,788

2 Bleachers; 10 Row, 21' with Guard Rail

Total of 280 person Capacity

Cut and Remove Asphalt Strip and pour 10yds of Concrete Pad

Track \$158,788

The track cannot be simply re-painted. The track will have to be re-surfaced and then lined. If you were to just line; the line markings will fade.

Resurface 7010sy Beynon polyurethane BSS-100 track w/ certified line markings Synthetic Field Protection

Minor Patching and Edge Repairs

Lights \$40,000

With the limited information about this scope this is purely a budget estimate. We are assuming re-using existing poles (we will need to research increased load on existing poles to ensure structural stability), Creating an additional circuit in current panel (assuming it can handle the additional circuit), using existing conduit (assuming the existing conduit is appropriately sized), adding 3 fixtures per pole, drilling into existing poles, bracketing fixtures on the poles, determining appropriate foot-candle level for intended square foot area.

Summary

If the original scope is chosen the total cost for the **Design**, **site work**, **turf and bleachers** is **\$906,438**. Again, this will be confirmed when the **test pits are completed**. The design, permitting, site and turf is estimated at **\$9.64** a square foot, which is under the estimate of \$10.00 per square foot given originally.

The above quoted 9.2 lbs per square foot of infill is our highest quality, safest, and longest performing system.





PRESENTATION FIELDTURF - DRAFTER CHECKLIST

DRT COLOR ST WHITE	SOCCER CANARY YELLOW NEHS	CANARY YELLOW ACROSSE TICK MARKS BLACK	ACROSSE TICK MARKS BLACK LAGOON BLUE	CANARY YELLOW ACROSSE TICK MARKS BLACK LAGOON BLUE DLORS	LACROSSE TICK MARKS HOCKEY LAGOON BLUE COLORS	
COMMENTS						

Test Pit notes - KHS Turf Field Project

With the help of Mike Vassar and his committed and hardy team, we were able to complete the test pits on the field this morning.

Maximum anticipated depth of excavation for the turf field installation is 22-inches.

Once I finish the test pit logs I will distribute them.

Generally we conducted 10 test pits per the attached map. Test pit 2 went to 48-inch depth, the rest we dug to 36-inch depth.

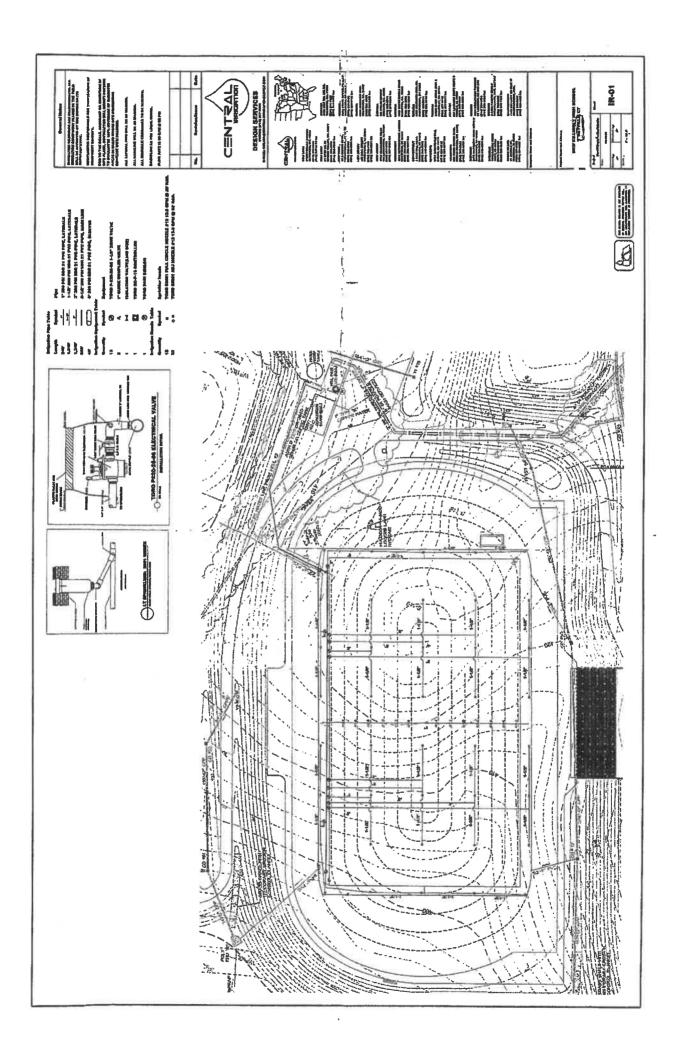
- We DID NOT encounter ledge in any of the test pits
- Top soil varied generally from 4-inches to 10-inches generally averaging 6-7 inches over the 10 test pits.
- The underlying soils were very consistent gold, gold/brown silty sand with blast rock fragments and cobbles. Most pits the fragments were less than 6-inches in size, test pit #3 had some cobbles approaching 12-inches.
- We DID NOT encounter any unsuitable material, and all the underlying soils appeared to be generally consistent and quality fill.
- We DID NOT encounter groundwater

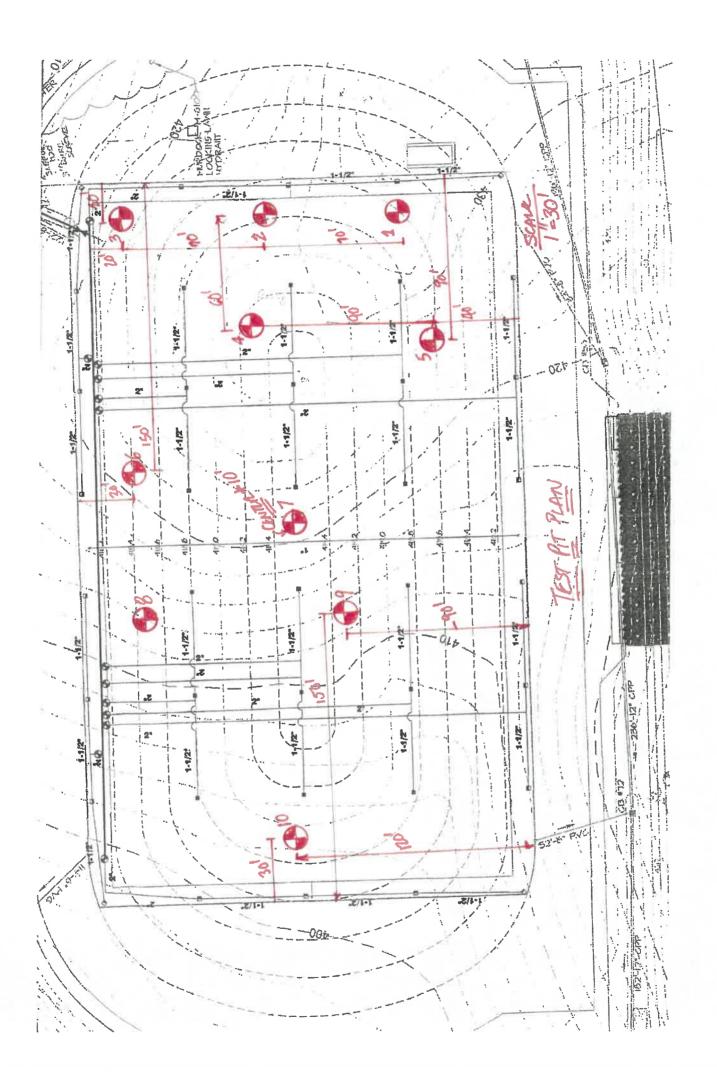
It appeared to me that the top soil could be reused elsewhere on-site and Mike already has some thoughts for its reuse. The underlying soils appeared to be good fill material for reuse in the future access road.

Test pit logs to follow shortly.

KHS Stadium Field Test Pit Results 12-19-19

	KI	HS Stadium Field Test Pit Results 12-19-19
Test Pit #1		
	0-4"	Top soil, clean
	4"-36"	Gold/brown silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater
Test Pit #2		
	0-6"	Top soil, clean
	4"-48"	Gold/brown silty sand with small rock fragments under 6-inches in size
	48"	End of test pit, no ledge, no groundwater
Test Pit #3		
	0-8"	Top soil, clean
	8"-36"	Gold/brown silty sand with cobbles up to 12-inches in size
	36"	End of test pit, no ledge, no groundwater
Test Pit #4		
	0-8"	Top soil, clean
	8"-24"	Gold silty sand with small rock fragments under 6-inches in size
	24"-36"	Gray silty sand small rock fragments
	36"	End of test pit, no ledge, no groundwater
Test Pit #5		
restrit#3	0-8"	Top soil, clean
	8"-36"	Gold silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater
	30	and of tast pro, no rouge, no grown arrate
Test Pit #6		
	0-8"	Top soil, clean
	8"-36"	Gold/brown silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater
Test Pit #7		
	0-9"	Top soil, clean
	9"-36"	Gold/brown silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater
Test Pit #8		
	0-7"	Top soil, clean
	7"-36"	Gold/brown silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater
Test Dit #0		
Test Pit #9	0-10"	Top soil, clean
	10"-36"	Gold/brown silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater
	30	and an east his is a leaded in Pinaliating
Test Pit #10		
	0-9"	Top soil, clean
	9"-36"	Gold/brown silty sand with small rock fragments under 6-inches in size
	36"	End of test pit, no ledge, no groundwater







PURCHASING MADE EASY

THE ULTIMATE SURFACE EXPERIENCE AND SELECTION FROM SMARTBUY







SPORTS SURFACES AVAILABLE THROUGHT:



- ▶ FieldTurf Synthetic Turf
- ▶ Beynon Running Tracks
- Tennis & Basketball Courts
- **▶** Complete Surface Construction

The Capital Regional Educational Council (CREC) is a municipal purchasing cooperative in Connecticut and is an affiliate of the Association of Educational Purchasing Agencies (AEPA).

The AEPA is a nation procurement consortium. 27 States joined the AEPA to issue simultaneous Invitations for Bids (IFB). FieldTurf USA Inc. was awarded IFB #016 for Athletic Sports Surfaces.

Contract Number: #016

Surfaces have already been bid at a national level so there is no need to duplicate the bid process.

BENEFITS OF SMART BUY PURCHASING PROGRAM:

- Pre-determined, preferential pricing.
- Prevent duplication and expense of bid process.
- Turn-key process.
- Expedite the purchase/installation of sport surface.
- Dobtain the products you want at a competitive price.

FOR INFORMATION - ERIC FISHER - DIRECTOR OF SALES- SMARTBUY

PHONE: +1503 563 6395 | MOBILE: +1503 708 6548 | Eric.Fisher@smartbuycooperative.com smartbuycooperative.com



PROJECT LIST

PROJECT NAME	STATE	PRODUCT	YEAR
Wolcott Park Tennis	СТ	Post tension concrete & court surfacing	2019
New FairfieldTennis	CT	5 Tennis Courts (Post Tension)	2019
Darien HS Baseball	CT	FTHD 2	2019
Hall High School Turf Replacement	СТ	FieldTurf Vertex FTVT-57 + site work	2019
Ludlowe HS Tennis Court Reconstruction	СТ	Installation of post tension concrete system-6 courts	2019
Norwalk HS Tennis	CT	Tennis court installation- 6 Tennis Courts	2019
Glastonbury High School	CT	FTRV 360 2.5"	2018
Darien High School Stadium	CT	FTHD 57	2018
Darien High School Track	CT	Blue BSS Spray Coat	2018
Indian Ledge Park	CT	Vertex Prime	2018
Norwalk HS Replacement	CT	FT Rev 360 & site work	2018
Brien McMahon Field`	CT	Turf - Need Specifics	2017
Lyman HS Track	CT	Red Plexitrac	2017
Bittner Park Skate Park	CT	Hinding Post Tention concrete skate park	2017
Trumbull Hgh School	CT	Vertex Prime 2"	2017
Cheshire HS Tennis	CT	Tennis	2016
Rocky Hill High School	CT	XTHD 65	2015
Brien McMahon High School	CT	XTHD 65 and Site Work	2015
Westside Missdle School	CT	Vertex 2.25"	2015
Nathan Hale Middle School	CT	FieldTurf XT-57, XT 65	2014
Granby High School Stadium	CT	XM6-65 & BSS 200	2013
Granby High School Soccer	CT	XM6-50 2*	2013
Treadwell Park	CT	FieldTurf XT HD 65 & remove dispose	2013
Farmington High School	CT	Poly-4000	2013







BEAGARY CHARITABLE TRUST

Patricia A. Morgan, Trustee

49 Westview Drive • Brooklyn, CT 06234 • 860-779-0428 • Fax: 860-779-0646 • pmorgan@beagarycharitabletrust.org

April 18, 2019

Killingly Public Schools Mr. Steven Rioux, Superintendent PO Box 210 Killingly, CT 06239

Ref: Turf Field Project at KHS

Dear Steven,

The Trustees have approved a 7yr Grant in the amount of \$364,000 for the improvement of Sports Fields at Killingly High School. Annual Grant payment of \$52,000 will start September of 2020 and final payment will be made in September 2027.

This new Grant is in addition to the Annual Donations that are being made to KHS. The new Grant may be shared publicly in hopes you will be able to get more donations for this Turf Field Project and support from the Town of Killingly, Voters and Alumni.

The Beagary Charitable Trust purpose is to provide financial aid to educational institutions, museums, research institutions and other organizations formed to teach all ages and preserve the History of the USA and the World. We also support organizations with programs that allow children and adults to enjoy intellectual, social, physical and cultural interactions with their peers and teach sportsmanship & leadership shills.

Sincerely,

Patricia A. Morgan

Trustee

Cc: Kevin Marcoux, AD

Elisa Guari, Principal KHS





December 18, 2019

Steven Rioux Superintendent of Schools Killingly Public Schools 79 Westfield Avenue Killingly, CT 06239

PNC Equipment Finance, dba FieldTurf Financial, provides innovative and affordable financing plans for your FieldTurf acquisition. I am pleased to offer you the following proposal for a customized <u>Payment Solution</u> to meet the needs of your operation. Confirmation of the financing transaction is subject to the satisfactory completion of our standard credit approval process, including our credit committee's approval of the transaction, and the execution and delivery of documentation that is acceptable to both parties.

LESSOR: PNC Equipment Finance or its assignee

LESSEE: Killingly Public Schools

EQUIPMENT: FieldTurf Project for Stadium at Killingly High School

PROPOSED LEASE: 96 Month \$1 Out <u>Bank Qualified Tax Exempt Municipal Lease</u>
- First payment due 30 days after commencement date

TERM, STRUCTURE AND PAYMENT DETAILS:

Acquisition Cost	\$906,438	\$906,438	\$906,438
Term Length (months)	96	96	96
Payment Frequency	Annual	Annual	Annual
Payment 1	\$300,000	\$400,000	\$500,000
Payments 2-8	\$106,400	\$89,000	\$71,550

END OF LEASE OPTION: \$1 Out Lease

VENDOR PAYMENT: PNC Equipment Finance shall pay the vendor upon delivery and

acceptance by Lessee. Lessee shall execute and deliver to PNC Equipment Finance, a final receipt certificate, once the project has

completed.

RATE PROTECTION: This proposal will automatically expire at the end of business 30 days

from the date of this proposal unless accepted in writing by lessee or extended in writing by PNC Equipment Finance. All lease documents must be fully executed and to the satisfaction of PNC Equipment

Finance prior to such date.

PNC Equipment Finance, Sports & Entertainment Finance
995 Dalton Ave, Cincinnati, OH 45203

◆ Dan Smith ◆ (919) 302-6188 ◆ danielsmith@pnc.com ◆ Fax (877) 357-5054

◆ www.pnc.com/ef/sports

INTEREST RATE ADJUSTMENT:

This proposal assumes that the Lessee will be issuing less than \$10 million in tax-exempt debt during this calendar year. Furthermore, it is assumed that the Lessee will designate this issue as a qualified tax-exempt obligation pursuant to Section 265(b) 3 of the Internal Revenue Code of 1986, as amended (the "Code"). A portion of each lease payment allocated as "interest" will be excludable from the gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

The proposed lease payments are indexed to the 8-year U.S. interest rate SWAP. Should this SWAP rate change on or prior to the commencement date of the lease, the lease payment shall be adjusted accordingly by applying the same spread to the then quoted SWAP rate. Once the lease has commenced the lease payment and interest shall be fixed for the entire term of the lease.

COSTS AND EXPENSES:

\$250 PNCEF documentation fee due with signed contract.

\$250 Escrow documentation fee be due with signed documents to set up the accounts, and payments will be recalculated if there will be any delay prior to the first lease payment.

FINANCIAL INFORMATION REQUIRED:

1 page PNC credit application along with past 2 years + interim financial statements or tax returns. Documentation that is acceptable to both parties.

I trust that you will find the contents of this proposal to your satisfaction. Alternate term lengths and payment structures are available upon request. To set up an initial conference call or to provide questions in writing, please contact me at (919) 302-6188 or danielsmith@pnc.com.

Please indicate your agreement of the above terms and conditions below. Upon receipt we will initiate the credit approval process and prepare necessary documentation thereafter.

Thank you,

Dan Smith
Sr. Vice President – Sports & Entertainment

	riewed and Agreed:	
Ву:	Signature	
	Print	
Cor	mpany:	
Dat	te:	

PNC Equipment Finance, Sports & Entertainment Finance
995 Dalton Ave, Cincinnati, OH 45203

◆ Dan Smith ◆ (919) 302-6188 ◆ danielsmith@pnc.com ◆ Fax (877) 357-5054

◆ www.pnc.com/ef/sports



September 22, 2016

Paul Mailhot Killingly Public Schools

RE: Renovation of Lower Fields

Thank you for the opportunity to quote your landscape construction needs. The following is our proposal for the new items of work as discussed.

- Furnish and install screened topsoil to a finished depth of 3" over all turf areas.
- Provide necessary labor, materials, and equipment to raise existing irrigation heads flush with new grades.
- Provide necessary labor and equipment to prepare soils utilizing a soil renovator. Existing and new soils
 will be thoroughly blended and decompacted and debris present within existing soils will be removed from
 blended soil profile.
- Provide necessary labor and equipment to perform laser grading of soil and create smooth uniform surface.
- Provide necessary labor, materials, and equipment to perform bi-directional drill seeding of newly graded fields utilizing an athletic field seed mix.
- Broom clean area of work and dispose of any remaining construction debris on site in designated area.

Field 1 approximately 90,000 square feet: \$70,200.00 plus tax.

Field 2 approximately 99,000 square feet: \$77,220.00 plus tax.

Field 3 approximately 117,600 square feet: \$91,728.00 plus tax.

Field 4 approximately 107,200 square feet: \$83,616.00 plus tax.

Please Note:

- Modifications or alterations to structures and or surfaces within or adjacent to fields in order to
 accommodate new grades has not been included at this time. (drains, infields, roads, fences, etc.)
- It has been assumed that trucks/equipment equivalent to a tri-axle dump truck can access the site.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

SEE PRICES AS OUTLINED ABOVE IN THIS PROPOSAL.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

The following are our terms of credit:

A 1 1/2 % carrying charge per month will be added to all monthly statements which include invoices over 30 days old. No Exceptions Will Be Made. All costs of collections, including attorney's fees, will be paid by the customer in the event an account is referred to an attorney for collection. Claims for unsatisfactory work must be made in writing within five days of completion.

If payments are not made according to this contract, Naturally Green Lawn Care, LLC. reserves the right to stop all work without prejudice to any other rights, which it may have in this contract and the unpaid balance which is the

sum equal to the difference between the total price together with any extras and the amount paid by the customer and up to the time of default shall become due and payable immediately. Upon customer's default, the customer shall pay a service charge equal to 2% per month on all unpaid sums from the date of default together with all costs of collection including attorney's fees.

Payment terms are as follows:

50% at time of acceptance of this proposal.

Balance and any extras due at time of completion.

The above prices, specifications, conditions, and credit terms are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature	Date

NOTICE OF CANCELLATION

You may cancel this transaction, without penalty or obligation, within three business days from the above date of contract acceptance. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to seller at you residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding return shipment of the goods at the sellers expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the good

of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under this contract.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

Seller:

Naturally Green Lawn Care, LLC.

Address:

37 Nettleton Ave. North Haven, CT 06473

No Later than midnight of	
I HEREBY CANCEL THIS TRANSACTION.	Buvers Signature:





Memorandum

Date: January 15, 2020

To: Mary Calorio, Town Manager

From: Jennifer Hawkins, Finance Director

RE: Proposed Project Summary – Owen Bell Playground Resurfacing

The following is a summary of the proposed project request to resurface the Owen Bell Playground as submitted by Tracy Mason, Killingly Parks and Recreation Director.

The existing playground and playscape area was constructed in 2008 through grant proceeds received from the State of CT in collaboration with the Lions Club. The construction of the playground included a rubberized "pour in place" surface that has a life expectancy of 8-9 years and is currently in need of repair.

Parks and Recreation has researched options to patch the surface and through this investigation has determined that the material has reached the point where patching the surface is not a feasible option and is seeking to completely resurface the area. The surface needs to be an ADA compliant and safe surface. Parks and Recreation has further determined that there would be a cost savings over the traditional pour in place surface and is recommending the new surface be a turf system. Using a turf system will also have a longer life span than the existing surface at 10-12 years. A summary of the written quotes provided are as follows:

Forever Lawn \$68,457
Probuilt Desgins, LLC \$71,500

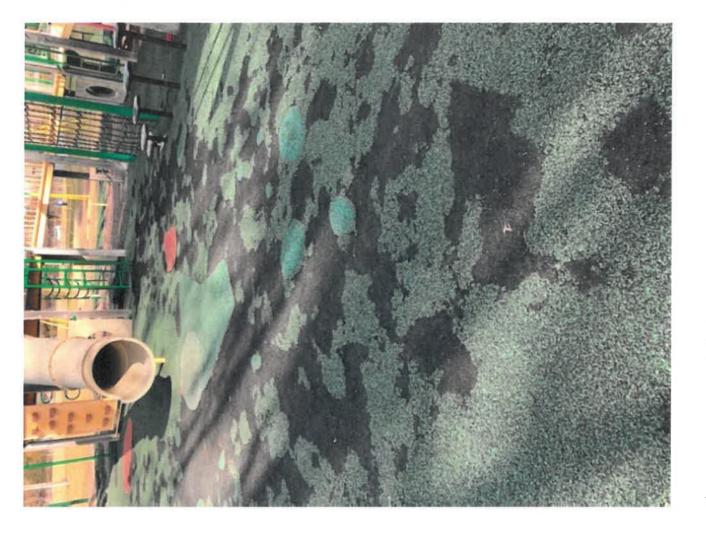
Trassig Corp. \$113,504

There would be an additional cost to remove the existing surface, but this could be done with Town resources.

The Town is seeking to complete this project through the use of available LOCIP Funds.

Once complete, this repair and maintenance of this project would be added to our current Capital and Non-recurring funding schedule to fund future renewal and replacement.





There are some orange and off color green areas that have been patched but as a whole the black area are those that are deteriorated.



Green area is the original surface top, the orange are is the patch work That has been done. As you can see both have deteriorated badly.





Playground Grass Ten-Year Limited Warranty 6 Closed Loop Warranty System

The ForeverLawn• Ten-Year Limited Warranty is part of our Closed Loop Warranty System, which registers your ForeverLawn• Playground Grass™ purchase and ensures premium service over the life of the product. Registration of your Playground Grass™ purchase connects the product with the address of installation or use and connects you the warranty holder directly with the warranty provider - ForeverLawn Inc.

ForeverLawn Inc. warrants that your ForeverLawn- product will be free from defects in materials for a period of ten (10) years from the original purchase date. Additionally, ForeverLawn Inc. warrants against excessive or premature wear (stipulated as more than 20% decrease in pile height defined by the specifications sheet) and ultraviolet degradation.

Upon registration, the warranty is connected to the address of use or installation and becomes transferable to a new owner of the property. Because the Closed Loop Warranty System links the ForeverLawn purchase to an address, notification of a change in ownership is not required; however if you would like to update the owner contact information in our Closed Loop Warranty System, you can do so by e-mailing us at warranty@foreverlawn.com.

What is not covered:

- Damage from misuse or abuse of the turf or vandalism.
- Damage from external sources including but not limited to, flames or heat from barbeque grills or vehicle exhaust.
- Damage caused by magnified light sources including window reflection or other light magnifying or reflective objects.
- Damage or excessive wear under fast spinning equipment and or swings.
- Normal wear and tear including but not limited to, laying down or compression of fibers, discoloration due to residue build up on the fibers.
- Conditions arising from a change in site condition such as shifting earth or nearby structures.
- Acts of God, such as but not limited to fire, flood, and lightning damage.
- Installation related issues.

Installation costs and coverage:

- ForeverLawn Inc. accepts no responsibility nor implies any warranty for installation associated with its products. Likewise, the authorized ForeverLawn dealer or installer shall not be held responsible for product defects or failures of the ForeverLawn- products nor associated installation costs. ForeverLawn Inc. may replace product, but will not be held responsible for installation costs.
- Any installation warranty and or installation cost associated with replacement of warranted products is the sole discretion of the local dealer or installer.

What you must do:

- Identify problem area with photographs and documentation.
- Contact ForeverLawn Inc. via telephone (866.992.7876), e-mail (warranty@foreverlawn.com), or fax (866.212.1925) with description and documentation of issue. Include in this contact, name, contact information and address of installation.

What we will do:

ForeverLawn Inc., at its discretion, will repair or provide replacement for the defective product or component at a cost to the purchaser/owner based on the following table. The "price" is the price of the defective product or component at the time the warranty claim is made, or the price of a comparable product or component if the original product or component is no longer in production.

Months After Original Purchase Date	Purchaser/Owner's Cost
0-12 months	No Cost
13-24 months	No Cost
25-36 months	30% of replacement price
37-48 months	40% of replacement price
49-60 months	50% of replacement price
61-72 months	60% of replacement price
73-84 months	65% of replacement price
85-96 months	70% of replacement price
97-108 months	75% of replacement price
109-120 months	80% of replacement price

Limitations:

- Your exclusive remedy, IN LIEU OF ALL INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR NEGLIGENCE, is limited to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above. ForeverLawn inc. will bear no other damages or expenses.
- Repair or replacement of a product or component under the terms of this limited warranty in no way lengthens the limited warranty period.

Outside the terms and conditions specifically outlined herein, ForeverLawn Inc. does not make any representations or warranties, whether written or oral, statutory, express or implied, including without limitation, any warranty of merchantability or of fitness for a particular purpose. ForeverLawn Inc. disclaims any liability for any special, incidental or consequential damages of any nature whatsoever.







5801 Mayfair Rd., Suite 4 North Canton, Ohio 44720 866.992.7876

EDDEVERSAWN COM

Installation Warranty

ForeverLawn Southwest is pleased to offer, in conjunction with the ForeverLawn 10-Year Closed Loop Warranty System, a two-year warranty covering the installation of ForeverLawn surfacing for this project.

This warranty will cover all aspects of artificial turf installation performed by a ForeverLawn Southwest installation team for two years from the installation date of the project. Installation items covered under this warranty could include, but are not necessarily limited to, loosening of edges, separation of seams, attachment of nailer boards, etc.

This warranty does not cover the product in any way. However, when combined with the ForeverLawn Closed Loop Warranty System and associated product warranty, this provides complete coverage on the installation of the ForeverLawn System for two years; less any items expressly excluded.

To submit a warranty claim, contact ForeverLawn Southwest at the number below. Be prepared to provide photographic evidence, as well as a complete description of the situation. ForeverLawn Southwest will evaluate and discuss the possible remedies, and then take the appropriate action to remedy any items deemed to be covered under this warranty.

Exclusions: Anything relating to a change of scope or a change in the site is not covered under this installation warranty.

Submit to:

ForeverLawn Southwest, LLC 5801 Mayfair Rd. Suite 4 North Canton, OH 44720 330,499,8873

Project/Customer Information:

Name: Customer Name Here Location: Customer Location Here

Phone Number:

Product: Name of Product

Install Date: Date of Install

Size: SF of product installed

Fore erLawn

Grass without timits



8007 Beeson St. Louisville, Ohio 44641 866.992.7876

FOREVERLAWN COM

Date: 1/6/2020 (Robb Wolf)

Pricing Agreement

Killingly Rec Center 185 Broad Street Killingly, CT 06239 Miss Tracy Mason (860) 779-5390

Project Name:

Playground Grass for Killingly Rec Center

Project Location:

Killingly, CT

Project Description:

ForeverLawn Southwest is pleased to submit the following pricing agreement for square feet of 4.860 square feet of either Playground Grass Academy or Ultra (with 3,900 installed) One area will include 1" pad for 4' fall and other 2" pad for 6' fall. Pricing includes all turf, stone for sub-base, SafetyFoam Pro. EPS perlmeter boards, Enviroill infill, all install supplies, freight, and installation by our trained

installers. Any changes to size or scope will be reflected in a new agreement.

Customer to provide:

Be able to receive deliveries, dumpster on site for refuse,

Removal of existing surface and area down 6" prior to our arrival for install.

Pricing Option 1:

Installation of 3,900 SF Playground Grass Academy with SafetyFoam Pro

Shipping

\$64.058.65 +\$1.701.00 Total \$66,609.65

Pricing Option 2:

Installation of 3,900 SF Playground Grass Ultra with SafetyFoam Pro

Shipping

\$65,905.45 +\$1,701.00 Total \$68,456.65

ANY SALES TAX WILL BE ADDED ON THE FINAL INVOICE

Pricing includes:

All materials for the turf, installation materials, all associated freight charges and a professional installation by a trained and certified ForeverLawn Playground Installation team.

Payment Terms:

Payment for the project is as follows: 50% upon acceptance and 50% upon completion. Unpaid balances beyond 14 days of completion are considered delinquent. A service charge of 2% will be assessed on the total delinquent balance each month beginning 30 days after the completion date. Pricing for this project is good for 60 days from above date.

Project Timeline:

Project will be scheduled upon receipt of the down payment and may vary depending on availability of turf and crew. It is expected that this project will take 5-6 working days based on what option is chosen to complete once started and depending on the option chosen. Note if team arrives for installation and the area is not prepared for installation, there will be a remobilization fee of \$2,500.00 that will be charged.

Pricing Expiration:

This pricing will be held until March 6, 2020 and at that time may need to be renegotiated.

Approval:

Authorized Signature

Date

Remit Payments:

Intuit Payment Network, Credit Cards, and Company checks are accepted. Payment can be submitted to:

ForeverLawn Inc. 8007 Beeson Street

Louisville, OH 44641 (130-499-1107)

Fore/erLawn

Grass without limits





Peter Bethanis – Probuilt Designs – LLC 781.630.2643 – cell 781.837.8738 – office 866.222.2561 – toll free fax

Billing - 839 Webster Street, Marshfield MA 02050

Shipping — 829 Webster Street, Marshfield MA 02050 Email: - probuiltusa@yahoo.com

Telephone

Estimate for Budget Review Page 1 of 1 Date: 12-11-19

Project: Owen Bell Park; 580 Hartford Pike; Dayville CT 06241
Tracy Mason (Killingly Parks) – 860.481.1727 – tmason@killinglyct.org

Scope of Work:

- Customer to remove and dispose all existing rubber we will adjust, and compact aggregate as needed – PIP rubber shall be 33% black – 66% color (two color selections)
- Customer to address wood fiber areas following installation of new rubber
 - Swing Area Fall Height is 8' 3" calculating 145' x 23' plus Trenching of +/- 60' feet
 - Age 2-5 Area Fall Height estimate is 4' (to be verified) estimating 1,640 s/f of PIP rubber and an additional +/- 38 l/f of Trenching
 - Age 5-12 Area Fall Height estimate is 6' (to be verified) estimating a total of 2,324 s/f of PIP rubber and an additional +/- 257 l/f of Trenching

 All Payment/Purchase Orders payable to: Probuilt Designs, LLC (W-9 & Insurarequest) A deposit of \$ N/A is required to activate contract. Signature Date	
 All Payment/Purchase Orders payable to: Probuilt Designs, LLC (W-9 & Insura request) 	ince available upor
Please sign and return as your acceptance of this proposal.	
Fee: • \$71,500 Aromatic • \$83,600 – Aliphatic (used for brighter colors)	

TRASSIG Corp. 65 Redding Rd. #874 Georgetown, CT 06829 US 203-659-0456 info@trassig.com http://www.trassig.com

Estimate

ADDRESS

Tracy Mason Killingly Park and rec 185 Broad Street, Killingly, CT 06239



ESTIMATE # 2655 DATE 12/16/2019 EXPIRATION DATE 03/31/2020

SHIP TO Tracy Mason Killingly Park and rec 185 Broad Street, Killingly, CT 06239

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP

HG

ACTIVITY	QTY	RATE	AMOUNT
poured in place rubber Install poured in place rubber system in the following areas: Swing Area — Fall Height is 8' 3" — appx 3,335 s/f of PIP Rubber— plus Trenching of +/- 60' feet Age 2-5 Area — Fall Height estimate is 4' — appx 1,640 s/f of PIP rubber — and an additional +/- 38 l/f of Trenching Age 5-12 Area — Fall Height estimate is 6' — appx a total of 2,324 s/f of PIP rubber — and an additional +/- 257 l/f of Trenching PIP rubber shall be 33% black — 66% color (two color selections) Client is to remove existing rubber and install and compact aggregate base	1	113,504.00	113,504.00

Terms and Conditions:

** 100% of all products and shipping due before products are shipped or installs scheduled.

50% of labor due at contract.

** 50% of labor due upon completion.
** 1.5% monthly interest will be charged on unpaid invoices.

** All returns are subject to 30% restocking fee. ** All equipment and warranties are the property of Trassig Corp. until all invoices are paid in full.

TOTAL

\$113,504.00

Accepted By

Accepted Date