

MEMORANDUM OF AGREEMENT
BETWEEN THE
CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION,
THE U.S. FISH AND WILDLIFE SERVICE,
THE COMMUNITY FOUNDATION FOR GREATER NEW HAVEN, INC.,
AND
THE CONNECTICUT STATE UNIVERSITY SYSTEM

PARTIES AND PURPOSE

1. This memorandum of agreement is made by and among:
 - (a) Connecticut's Department of Environmental Protection ("DEP") acting by its Commissioner, ("Commissioner") as authorized by Conn. Gen. Stat. §22a-6(a)(2),
 - (b) The U.S. Fish and Wildlife Service ("USFWS"),
 - (c) The Connecticut State University System ("CSUS"), acting by its Chancellor as authorized by its Board of Trustees,
 - (d) The Community Foundation for Greater New Haven, Inc., ("Foundation") acting by its Executive Director as authorized by its Board of Directors, a non-stock corporation organized under the laws of the State of Connecticut to carry out the charitable purposes of the Foundation, as a community foundation serving the people of New Haven and surrounding areas.

This memorandum of agreement is instituted for the purpose of establishing and maintaining a fund to sustain a program of education and public outreach, scientific research, and public access on Outer Island, the southernmost of the Thimble Islands in Long Island Sound, off the Branford shore.

This agreement shall supersede the previous Memorandum of Agreement between DEP and CSUS regarding programs at Outer Island, signed by the Office of the Attorney General on March 21, 1997.

This agreement shall be in effect for a period of ten years from the execution date of the agreement unless the parties agree in writing to extend the agreement. The Foundation agrees to maintain and administer the Fund in accordance with the spirit of this agreement in perpetuity.

STATUTORY AUTHORITY

2. This agreement is authorized, as to the Commissioner, by Conn. Gen. Stat. §22a-27k(a) and §22a-6-(a)(2), and as to CSUS, by Conn. Gen. Stat. §10a-150.

GRANT AND MATCH REQUIREMENTS

3. DEP agrees to give a restricted grant to the Community Foundation for Greater New Haven, Inc., to be deposited into the Outer Island Education and Research Fund ("Fund"), an endowed fund of the Foundation, in an amount not to exceed \$250,000.00 (two hundred fifty thousand dollars). Payments shall be made according to the conditions identified in paragraph 6. The Foundation agrees to accept the grant under the terms and conditions set forth.
4. The Foundation agrees to raise \$250,000.00 (two hundred fifty thousand dollars) in matching funds, in accordance with the terms and conditions of this agreement, which shall be deposited into the Fund.

CUSTODY AND MAINTENANCE OF FUNDS

5. The Foundation agrees to place and hold all payments from DEP under this agreement and all matching funds raised by the Foundation under this agreement in the Fund. Such funds shall be maintained in an interest bearing or other prudent investment account and shall be accounted for separately from all other funds. The Foundation agrees that all amounts contributed to the Fund by DEP and the Foundation as matching funds under the terms of this agreement shall constitute principal, and that this principal, and any net appreciation, realized and unrealized, in the value of this principal, as determined in accordance with general accepted accounting principles, shall be held in the Fund in perpetuity unless it is refunded in accordance with the termination clauses of this agreement included in paragraphs 8 and 9. The parties agree that earnings from the Fund may not be utilized except to the extent as is necessary and prudent for the parties to carry out their planned programs and activities pursuant to this agreement.

PAYMENT

6. Payments to the Foundation under this agreement shall be made as follows:
 - (a) Within sixty (60) days of the execution date of this agreement, CSUS shall pay to the Foundation all monies held in the State of Connecticut Treasurer's account, specifically identified as: Outer Island - Fleet #125-5-573-580. This payment shall constitute the first year payment under this agreement, and for the purposes of this agreement, shall be considered a payment by DEP. These monies were paid into such account by DEP in accordance with the Memorandum of Agreement between DEP and CSUS, dated March 21, 1997. The Foundation shall maintain \$50,000.00 (fifty thousand dollars) of the monies paid as principal and the remainder shall be considered interest. The Foundation shall not be required to provide matching funds for the interest.
 - (b) For the next four years following the first year payment identified in paragraph 6.(a), above, DEP shall, within thirty (30) days of the anniversary date of the first year payment, pay \$50,000.00 (fifty thousand dollars) to the Foundation after the Foundation has verified to DEP that it has deposited to the Fund at least its annual matching amount of \$50,000.00 (fifty thousand dollars) for that year and, if applicable, the preceding year. If, in each of the years stated above, the Foundation does not raise and deposit at least \$50,000.00 (fifty thousand dollars) in matching funds, in accordance with the terms of this agreement, DEP shall delay

payment until the Foundation has caused the required matching funds to be deposited as stated above.

(c) If, in the years stated above, the Foundation is able to raise and deposit more than \$50,000.00 (fifty thousand dollars) in matching funds per year, in accordance with the terms of this agreement, the Foundation may request that an equal amount in excess of the \$50,000.00 (fifty thousand dollars) be either credited to the next year's matching amount or paid by DEP to the Foundation in the current year under this agreement. In no case shall the total amount given or granted by DEP under this agreement exceed \$250,000.00 (two hundred fifty thousand dollars).

(d) If by the fourth anniversary of the first year payment, the Foundation has not raised and deposited the full matching sum of \$250,000.00 (two hundred fifty thousand dollars), it may submit a written request to delay its full compliance to subsequent years. The Commissioner shall have sole discretion in approving or denying the request, and shall provide a written response to this request.

(e) The Foundation shall maintain the Fund per the provisions of this Agreement and shall verify and confirm receipt of each DEP payment to the Commissioner in writing within ninety (90) days of such receipt of payment.

USE OF FUNDS

7. This gift or grant is further conditioned upon the following additional terms and conditions, regarding the use of the funds from this agreement:

(a) Under the direction of CSUS, the Foundation shall use the earnings generated by the Fund principal to support instructional, research and public outreach programming regarding Outer Island, and oriented to the environmental study of Long Island Sound, such as stipends for student researchers and assistants, instructional and research supplies and equipment, faculty research grants, supplementary support for school trips, printing, advertising, and other outreach program costs. CSUS shall organize instructional, research and outreach programs for its own students and faculty as well as for schools, other universities, environmental organizations and agencies and other groups regarding Outer Island and oriented to the environmental study of Long Island Sound. The educational programs on Outer Island shall use the island as a field site. They shall take advantage of all the natural features of the island - its bird and other animal life, its plant life, the intertidal areas of its beaches, the surrounding marine environment and its relationship to Long Island Sound. The earnings may also support maintenance of facilities on Outer Island essential for public access such as the pier and dock, solar power and sanitary systems, house and guest cottage to provide instructional facilities and shelter in inclement weather. No more than 50% of the earnings generated in any year shall be devoted to facilities maintenance, without prior written approval from DEP. Any portion of that 50% may be transferred each year by the Foundation to the USFWS to be expended or held by the USFWS exclusively for facilities maintenance on Outer Island. The balance shall be dedicated to the education, research and outreach components of this program.

(b) CSUS shall establish an education and research center under the management of a center coordinator appointed by the CSUS to plan, manage and present instructional, research and environmental appreciation programs focused on Outer Island and how it relates to Long Island Sound and its tributaries.

(c) CSUS shall develop programs in coordination with the USFWS's Stewart B. McKinney National Wildlife Refuge manager in such a way as to be fully compatible with the wildlife management activities of the refuge (See Appendix A - "Memorandum of Agreement between the United States of America - Department of the Interior Fish and Wildlife Service and Connecticut State University System," dated September 29, 1995 ("USFWS Memo"), as amended).

(d) There shall be established an Outer Island Fund Advisory Committee ("Committee") to monitor the performance of programs offered on the Island and to make suggestions to the Foundation regarding the distribution of funds. The Committee members shall be the same as those identified in an agreement dated September 2, 1998 by and between Elizabeth Hird and the Foundation. Attached hereto and incorporated herein as Appendix B is a letter signed by Elizabeth Hird in which she accepts the conditions of this Memorandum of Agreement as binding upon the Committee. The Committee shall work with the Foundation to develop the endowment of the Fund and shall include at least two representatives from CSUS and at least one member from DEP.

(e) CSUS, with the concurrence of the USFWS, shall install and maintain a permanent sign near the dock at the site providing acknowledgment to the Long Island Sound Fund ("LIS Fund") of its contribution to the educational programs at Outer Island. CSUS shall ensure use of the appropriate Long Island Sound Fund logo (Appendix C).

(f) As owner of Outer Island, the Stewart B. McKinney National Wildlife Refuge, USFWS, shall manage the wildlife habitat portions of Outer Island. CSUS shall operate the educational and public outreach, research and public access programs in accordance with the USFWS Memo (Appendix D) and the "Deed of Donation" (Appendix E), copies of which are attached hereto and made a part hereof.

(g) No later than September 30, in each of the calendar years in which this agreement is in effect, CSUS shall submit to DEP for review: 1) a performance report of the programs and activities conducted during the previous year; 2) a report of the proposed programs and activities for the upcoming year; and 3) a proposed budget for the upcoming year.

(h) No later than September 30, in each of the calendar years in which this agreement is in effect, the Foundation shall submit to DEP and CSUS: 1) a financial report of expenditures made from the Fund for matters related to Outer Island, during the previous year; and 2) an accounting for the immediately preceding fiscal year showing the beginning Fund balance, net appreciation in the value of the Fund, accumulated earnings and the ending Fund balance. All such reports shall be submitted to: LIS Fund Coordinator, Department of Environmental Protection, Office of Long Island Sound Programs, 79 Elm Street, Hartford, CT 06106-5127.

(i) If DEP is not satisfied with the Foundation or CSUS's performance under this agreement, the Commissioner, in his sole discretion, may suspend this agreement. Prior to

suspending the agreement, DEP shall explain in writing the cause and nature of the suspension and recommend remedies to correct each cause. It shall allow adequate time, as determined by DEP, for the CSUS or the Foundation to respond and correct such cause. Such notice of suspension shall be forwarded to the Chancellor of CSUS at the following address: Connecticut State University System, 39 Woodland Street, Hartford, CT 06105-2337. If CSUS or the Foundation fails to correct the cause(s) to the Commissioner's satisfaction within the designated time period, DEP may terminate this agreement.

(j) Any CSUS or Foundation publication or advertising flyer primarily devoted to the Outer Island program, any press release issued by the CSUS or the Foundation about Outer Island programs or activities, and any sign erected referring to Outer Island or CSUS or the Foundation programs on the Island, shall provide credit to the Long Island Sound license plate program as follows: "Funding provided by the Long Island Sound Fund administered by the Connecticut Department of Environmental Protection, through the sale of Long Island Sound license plates and contributions." Where feasible, such credit must be given by using the attached logo (Appendix C). If DEP is not satisfied with the credit given to the Long Island Sound License Plate Program provided by CSUS or the Foundation, DEP may suspend this agreement according to the terms specified in paragraph (i), above.

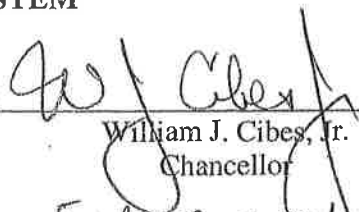
TERMINATION

8. If, within ten years of the first year payment, this agreement is terminated according to its terms or for other lawful reasons, or if CSUS terminates its programs and activities on Outer Island, all monies paid by DEP under the terms of the agreement and one-half of the net appreciation of the Fund, as stipulated herein, shall be refunded to the DEP Long Island Sound account within sixty (60) days.


9. If this agreement is terminated according to its terms or for other lawful reasons, or if CSUS or the Foundation terminates its programs and activities on Outer Island, all matching funds deposited by the Foundation under this agreement and one-half of the net appreciation of the Fund, as stipulated in paragraph 5 of this agreement, shall be deposited in an alternate fund dedicated to programs and activities comparable to the programs and activities on Outer Island specified in this agreement. The alternate fund shall be determined by DEP in conjunction with CSUS, the Foundation and the USFWS and under statutory requirements governing the Foundation.

10. On the tenth anniversary of this agreement, unless terminated by either party according to its terms as stated in paragraph 8 and 9 or for other lawful reasons, the Fund will remain in perpetuity as a component fund of the Foundation for the purposes stated in paragraph 7a of this document.

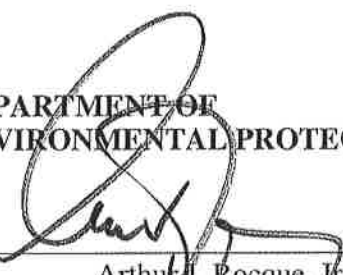
CONNECTICUT STATE UNIVERSITY
SYSTEM

By: 
William J. Cibes, Jr.
Chancellor
Date: Feb. 2, 2001

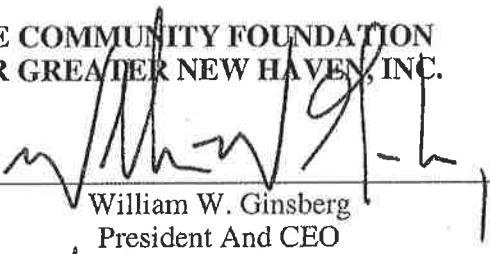
REVIEWED AND APPROVED AS TO
FORM

By: 
Office of the Attorney General
Name (Print or Type)
Title: Assoc. Atty Gen.
Date: 6/21/01

DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Arthur J. Rocque, Jr.
Commissioner
Date: 6/8/01

THE COMMUNITY FOUNDATION
FOR GREATER NEW HAVEN, INC.

By: 
William W. Ginsberg
President And CEO
Date: April 23, 2001

U.S. FISH AND WILDLIFE SERVICE

By: William J. Kolodnicki
~~Regional Director~~
William J. Kolodnicki
REFUGEMANAGER
Name (Print or Type)
Date: 05/25/01

U.S. FISH & WILDLIFE SERVICE
STEWART B. MCKINNEY NWR
P.O. BOX 1030
WESTBROOK, CT 06498-1030

APPENDIX A

MEMORANDUM OF AGREEMENT
between the
UNITED STATES OF AMERICA - DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
and
CONNECTICUT STATE UNIVERSITY SYSTEM

This Memorandum of Agreement (MOA) is between the United States of America, Department of the Interior, Fish and Wildlife Service (Service), and the Connecticut State University System (CSU) regarding the use of land known as Outer Island of the Stewart B. McKinney National Wildlife Refuge (the refuge).

WHEREAS, the Service is authorized pursuant to 16 U. S. C. 661 to provide assistance to, and cooperate with the public or private organizations in the development, protection, rearing and stocking of wildlife, resources thereof, and their habitat; and

WHEREAS, the authorizing legislation for the Stewart B. McKinney NWR provides for, in part, "...to provide opportunities for scientific research, environmental education, and fish and wildlife oriented recreation..."98 Stat. 2774, allowing for the establishment of environmental educational opportunities, and outreach programs to be developed; and

WHEREAS, Elizabeth Hird donating Outer Island to the Service, desires through her benevolent act of donation, to encourage and support a cooperative working relationship between the Service and the CSU for the proposes herein stated; and

WHEREAS, a strategy of the refuge is to increase wildlife programs and associated public use and educational opportunities, to assist people in the development of environmental awareness, appreciation, knowledge, commitment, and skills to provide low impact, nature based recreation opportunities, and to protect an ecology diverse and unique; and

WHEREAS, it is a Service strategy to cooperate with other federal, state, and local entities; and

WHEREAS, Outer Island contains established improvements conducive to educational and research endeavors; and

WHEREAS, CSU desires to create a substantive plan to foster the vision of Outer Island as a place to encourage, support and offer educational, research and certain other activities for the people of Connecticut; and

WHEREAS, CSU agrees that all activities conducted on Outer Island would be compatible with preserving Outer Island's ecosystem; and

WHEREAS, CSU proposes to establish an education and research center under the management of a center director appointed by CSU to plan manage, and present instructional, research, and environmental appreciation programs focused on Outer Island and to do so in coordination with the refuge manager in such way as to be fully compatible with the wildlife management activities of the refuge.

WHEREAS, the Service and the CSU agree to work cooperatively towards achieving the goals of wildlife protection and management concurrently with educational and research opportunities for the general public.

NOW THEREFORE, in consideration of mutual benefits accruing to both parties, it is mutually agreed as follows;

1. That Outer Island be referred to as the Outer Island Unit of the Stewart B. McKinney National Wildlife Refuge.
2. That subject to the conditions hereinafter set forth, the Service agrees to permit CSU and organizations and institutions working under the supervision of CSU to use certain portions of Outer Island as a facility to conduct environmental education, research, and environmental appreciation activities in furtherance of an effort to use and protect in the public interest, the unique attributes of Outer Island. The Service agrees to allow CSU to have the first right of refusal to enter into a Memorandum of Agreement to conduct educational, research and environmental appreciation programming on Outer Island. During the period this MOA is in effect, the Service recognizes CSU as the sole source of educational, research, and the environmental appreciation programming, excepting the Service, to be conducted on Outer Island.
3. It is mutually agreed for the purposes of this MOA that the refuge manager of the Stewart B. McKinney NWR and the designated representative of CSU shall be the agents for implementing this agreement.
4. CSU agrees to develop an Operational Plan describing intended programs and activities. The Operational Plan will cover a period of five (5) years and is subject to the review and approval of the Refuge Manager each year. The Purpose of the Operational Plan is to identify any activities that could threaten wildlife habitat or the overall protection of wildlife or constitute a threat to human safety. The Refuge Manager may provide input and suggestions, and may participate in activities that are mutually agreed upon. The first Operational Plan is to be submitted to the Refuge Manager by January 1st and will be reviewed annually, and with each annual review, the five (5) year Operational Plan will be extended by one year. It is agreed that CSU may alter the 5-year Operational Plan with the approval of the Refuge Manager, if unforeseen activities or events occur that justify, or cause reason for, an amendment.
5. Unless sooner terminated on the grounds and by procedures designated herein, this agreement shall remain in effect for a period of twenty (20) years from the date of the execution hereof and may be renewed at the end of said period unless either party file notice of termination as specified herein. The Service may suspend this agreement in whole or in part without obligation to CSU at any time for the following causes: (1) default by CSU based on lack of programming activity of the sort called for in the Operational Plan, (2) environmental damage or threat to wildlife by act of negligence or intention by CSU, (3) when necessary to protect the health or safety of visitors or employees, (4) or for protection of area resources. It will be the responsibility of the Refuge Manager to explain the cause and nature of the suspension and to recommend remedies to correct such cause(s) and allow adequate time for CSU to respond and correct such cause(s). Such suspension and explanation of the cause(s) therefor, suggested remedies, and allowable time for the correction shall be transmitted to CSU in written form. In the event of suspension due to default, the Service shall give CSU no less than one full summer season to correct the default. In the event of suspension of this MOA for other causes, the Service shall give CSU reasonable notice in relation to the seriousness of the cause(s) and reasonable opportunity to take corrective action. If CSU is unable to correct the cause(s) of suspension, the Service may terminate the MOA. CSU agrees to provide the Service, through the Refuge Manager, with 180 days written notice of

any intention to abandon the Operational Plan and/or terminate its activities on Outer Island, thus terminating its participation in this MOA.

6. The signing of this MOA does not supersede the rights and use of the island and designated improvements of Elizabeth Hird, Grantor of Outer Island, under the Use and Occupancy Agreement. Any on-site activity undertaken by either the Service or CSU must consider the premises as "private property" for as long as the grantor chooses to exercise her rights under the Use and Occupancy Agreement. Exception to this would be access permitted to ensure human safety, or if permission is granted by Elizabeth Hird during the term of her occupancy. In the event that Outer Island is no longer used by Elizabeth Hird, CSU is granted permission to use the buildings and other improvements to conduct the activities to be outlined in an amended Operational Plan.

7. At such time when the rights of the grantor cease to be exercised, the Service may choose to maintain and keep safe, all improvements as funds and resources permit. The Service cannot commit to expenditure of future funds; however, if such funds are available, the improvements could be maintained at the discretion of the Service. The Service and CSU agree that improvements will require future maintenance needs; therefore, the Service and CSU hereby agree to work cooperatively to establish a fund for the purpose of, in part, to provide future maintenance of the improvements. The Service agrees to request funds through the North American Wetlands Conservation Act or other sources which may become available, but Service cannot guarantee that such requests will be honored.

8. CSU agrees to remove or properly dispose of trash or waste generated as a result of its programs on the island. The Service shall be responsible for disposition of all other trash and waste as time and funding allow. In the event of substantial destruction of Outer Island from natural or human error disasters such as an oil spill, the Services acknowledges it has the responsibility to notify the appropriate Federal or State agency to remedy such disaster.

9. CSU may undertake construction of shelters or new buildings or other facilities subject to the prior written approval of the refuge manager and Elizabeth Hird. CSU shall be responsible for all maintenance of said facilities as mutually agreed. Permanent structures will become the property of the United States of America upon construction and without compensation to CSU. Removable structures or equipment placed on Outer Island by CSU shall remain the property of CSU and may be removed by CSU anytime before the termination of this agreement, or within six (6) months, or other mutually agreeable time frame, after the termination of this agreement, providing that the premises are restored as reasonably as possible by CSU to the conditions that exist at the time the facility was constructed.

10. The Service shall have the right at any time to enter upon the lands and improvements utilized by CSU hereunder for any purpose it may deem necessary for the administration of refuge activities and any other governmental service. CSU shall not interfere with any persons entering Outer Island under the authority of the United States Government.

11. All activities conducted pursuant to this agreement shall be subject to the laws governing the Service and the rules, regulations and policies promulgated thereunder whether now in force or hereafter adopted.

12. The Service agrees that CSU may establish and collect in a non-discriminatory way, fees, and/or other charges for participation in educational, research, and environmental appreciation activities conducted on the Island provided that the proceeds of such fees and charges shall be used exclusively to support programming associated with the Island and/or facilities maintenance on the Island. With the approval of the Grantor during the period of her use and when included in an Operational Plan (or, when not included

in the Operational Plan with the approval of the Service) CSU may conduct activities on Outer Island not immediately associated with educational or research programs which have as their primary function the raising of funds to sustain educational, research and environmental appreciation programming and/or facilities maintenance on the Island, and may in a non-discriminatory manner, impose and collect fees and charges for such activities, the proceeds from which to be used exclusively to support approved programming and/or facilities maintenance on the Island.

13. CSU agrees not to use or knowingly permit the use of the above described lands and improvements for any purpose which is inconsistent or incompatible with its status as a part of the National Wildlife Refuge System or the conditions herein specified, and agrees to take reasonable precautions to discourage unauthorized use or occupancy.

14. This agreement is made upon the express condition that the United States, its agents and employees and Elizabeth Hird, shall be free from all liabilities and claims for damages and or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the CSU or third parties in connection with CSU programs, from any cause whatsoever arising from any activities conducted pursuant to the terms of this agreement, and CSU hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees and Elizabeth Hird, from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits or losses however occurring or damages arising out of the same.

15. CSU shall prior to the effective date of this agreement, provide the Refuge Manager with a Certificate of Insurance evidencing that it has obtained and will maintain during the term of this agreement Comprehensive General Liability Insurance against claims occasioned by the actions or omissions of the CSU its agents and employees in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and scope and size of such activities authorized hereunder, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence. If claims reduce available insurance below the required limits, the CSU shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

16. All liability policies shall either name the United States of America as a named insured or shall specify that insurance company shall have no right of subrogation against the United States and shall have no recourse against the Government for payment of any premium or assessment.

17. CSU shall not remove from Outer Island any timber, minerals, or other products having commercial value. CSU shall not collect or remove wildlife, wildlife parts, minerals, or plants from the Island except in minimum quantities as scientific specimens as permitted under the terms of the Operational Plan. There is one piece of granite measuring 4' by 4' by 20' at the northerly end of Outer Island which the Grantor has offered to the Peabody Museum at Yale University. The parties agree that Peabody shall have the opportunity to decide whether they will accept this gift, and to remove it if so, within five years from the date of this agreement. No other natural item may be removed without the prior written consent of the Refuge Manager.

18. Any press releases or other written materials produced by or for the CSU discussing this agreement or its purposes must have prior written approval of the Regional Public Affairs Office of the Service currently located at 300 Westgate Center Drive, Hadley, Massachusetts 01035.

19. Advertizing - CSU may refer to the U.S. Fish and Wildlife Service to advertize the joint partnership efforts as intended by this MOA and the activities in the approved Operational Plan, and for

efforts in connection with fund-raising for the support of the approved activities within the Operational Plan and maintenance of improvements.

20. The Service agrees to the placement of a sign on Outer Island indicating the generosity of the grantor and the ongoing partnership between the Service and the CSU, and may also recognize other significant funding agencies, groups, or individuals.

21. Endorsement - Neither this agreement nor its existence may be used in any way by the CSU to imply endorsement by the Service of the CSU or its purposes.

22. No transfer or assignment of this agreement or any part thereof, or interest therein, shall be made unless such transfer of assignment is first approved in writing by the Service.

23. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

24. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

25. CSU and its affiliates agree to abide by the terms and conditions as specified in the Use and Occupancy Agreement attached hereto as Exhibit A which will remain in effect during the active use of the premises by the Grantor, or until abandoned in writing by the Grantor, or a designated individual having legal authority or Power of Attorney does so.

26. This agreement shall become effective as of the last date given below and may be amended at any time by mutual consent of the parties.

In Witness Whereof, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives this 29th day of September, 1995.

U.S. FISH AND WILDLIFE SERVICE

CONNECTICUT STATE UNIVERSITY
SYSTEM

By: Carley Dent
ACTING Regional Director

By: [Signature]
President

Elizabeth Hird

ELIZABETH HIRD

APPENDIX B

**Elizabeth Hird
c/o Madison House
34 Wildwood Avenue
Madison, CT 06443
(203) 245 - 8008**

November 21, 2000

Kate Hughes
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106

Kimberly Massiscotte
Assistant Attorney General
55 Elm Street
Hartford, CT 06106

Dear Ms. Hughes and Ms. Massiscotte:

This will serve to confirm my agreement with the provisions of the proposed Memorandum of Agreement (MOA2) between the Connecticut Department of Environmental Protection, the U.S. Fish and Wildlife Service, the Community Foundation for Greater New Haven, Inc. (Foundation) and the Connecticut State University System regarding programs established on Outer Island.

I acknowledge that MOA2 shall supersede the provisions of the Outer Island Memorandum of Agreement, dated March 21, 1997 (MOA1).

I acknowledge and accept that the Outer Island Fund Advisory Committee (Committee) established under the provisions of MOA1, MOA2 and the Agreement shall be one and the same Committee, comprised of the same members, and shall include a representative from the Department of Environmental Protection. Further, I accept the provisions of MOA2 as binding upon said Committee.

Sincerely,

Elizabeth Hird

Elizabeth Hird