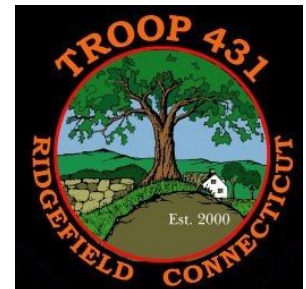




Ridgebury Elementary School Interactive Trail Proposal



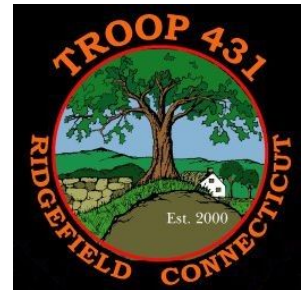
Joseph Isaac
Troop 431





Purpose of the Interactive Trail

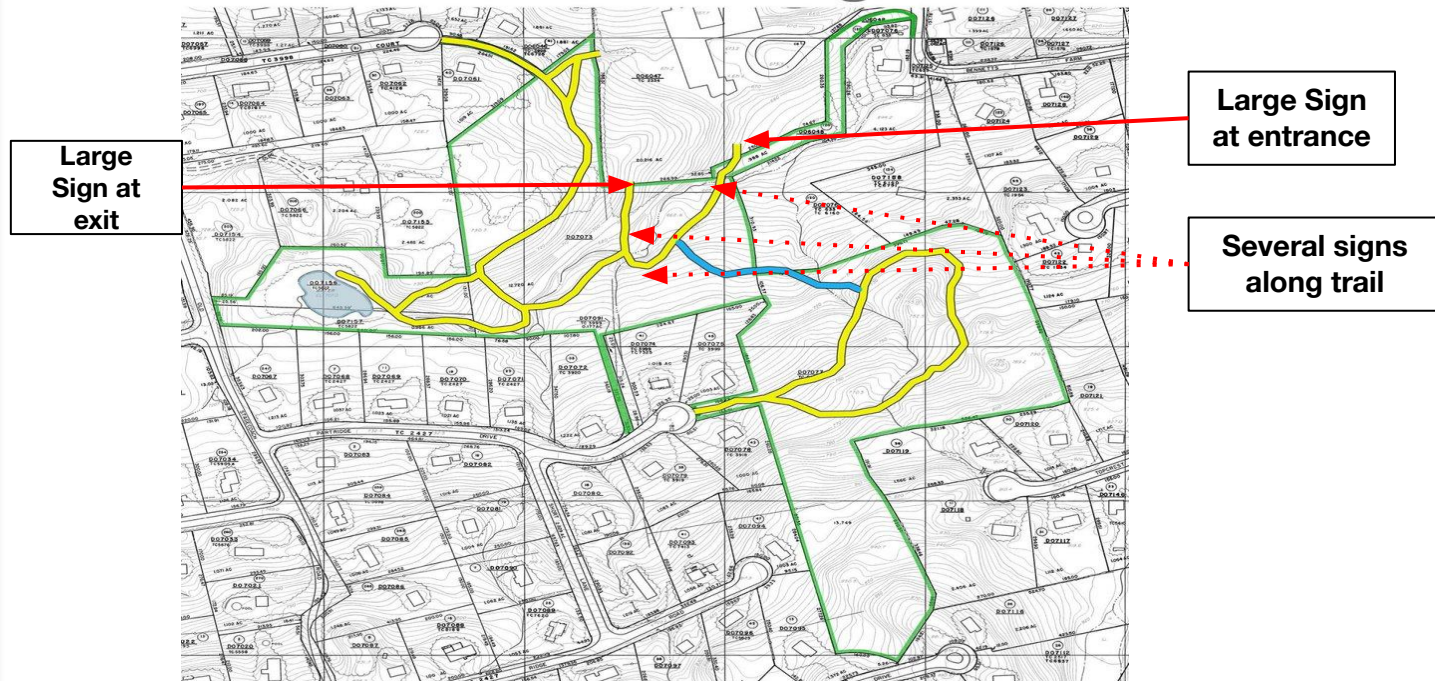
- ❖ To Help Students appreciate the world around them
 - Ridgebury School has a vast ecosystem
 - Many opportunities for learning
 - *Many different types of trees/shrubs*
 - ◆ including invasive species
 - *Home to numerous animals and insects*
- ❖ Creation of Interactive trail
 - Place laminated signs along one of the trails
 - Additional sign(s) at pond area
 - *Signs will be similar to trails in Stamford Wilton*
- ❖ Trail Information Source
 - Extensive study in 2003
 - http://ctert.org/pdfs/Ridgefield_RidgeburySchool.356.pdf



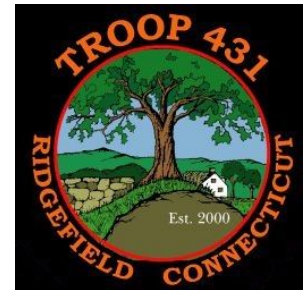


Sign Placement

Ridgebury Slopes/ Peterson Gorge



- ❖ 2 large sign at entrance/exit
- ❖ 10-12 smaller signs along trail
- ❖ Will be along horseshoe trail closest to school

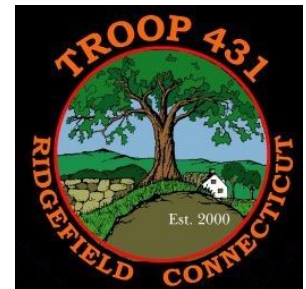




Sign placement at pond



- ❖ 1-2 large signs at pond area
- ❖ Parks&Rec will carve out area

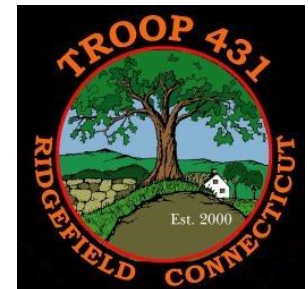




Examples Of Large Sign

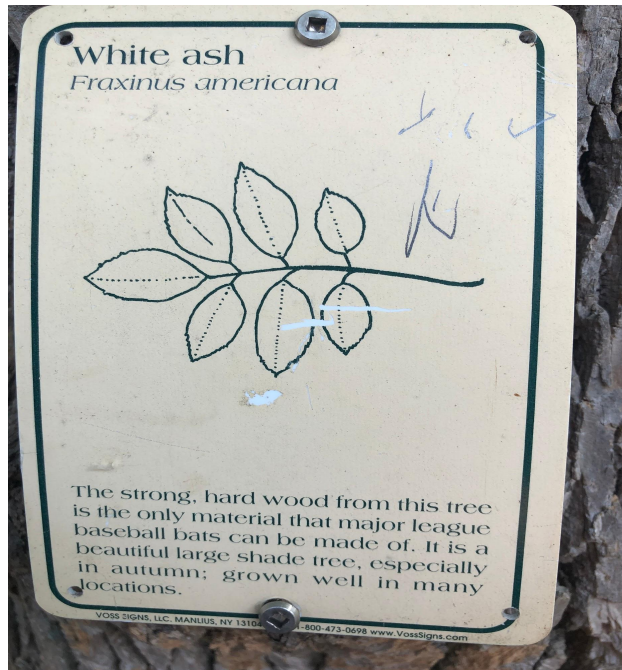


- ❖ Large signs to be placed at both entrances of the trail.
- ❖ Information to include multiple points of interest

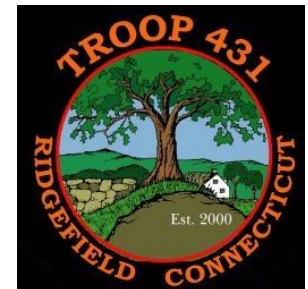




Examples of Smaller Sign



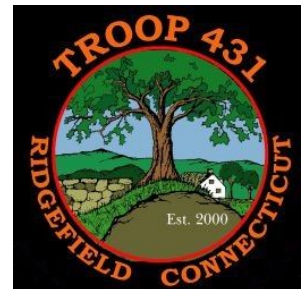
- ❖ 10-12 Small Signs to be placed along trail adjacent to school.
- ❖ Signs will be more colorful than examples





Sign Supplier & Mounting

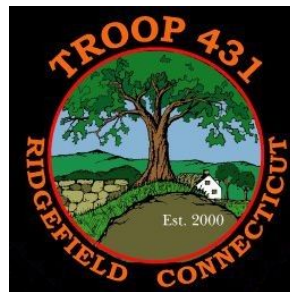
- ❖ **Signs will be purchased from Pannier Graphics**
 - Large Signs ~ \$200
 - Small Signs ~ \$50
 - <https://panniergraphics.com/>
- ❖ **Sign costs will be taken care of by the Ridgebury Elementary School PTA and private donors**
 - Most of the material cost will be covered by Ridgefield Parks & Rec



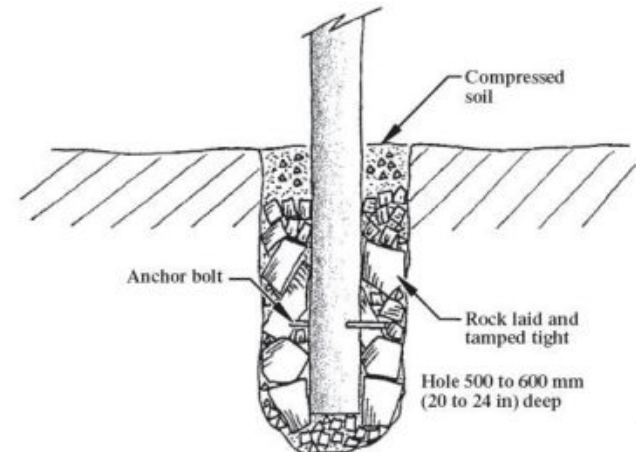


Sign Installation

- ❖ Small signs will have one 4x4 support
- ❖ Large signs will have two 4x4 supports
- ❖ **Posthole**
 - 4 feet deep
 - filled with rocks and gravel
 - medium stones around top
- ❖ **Mounting**
 - Weather resistant hardware
 - Theft-resistant



Signpost Installation





Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Joseph Isaac

Eagle Scout Service Project Name Ridgebury Elementary School Interactive Trail

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces “not applicable.” As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, “Navigating the Eagle Scout Service Project.” This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

“Navigating the Eagle Scout Service Project” will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully “Navigating the Eagle Scout Service Project” so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are ***strongly encouraged*** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Joseph Isaac	Birth date: 02/17/05		
Email address: Jeisaac25@gmail.com	BSA PID number*: 126796548		
Address: 20 Douglas Lane	City: Ridgefield	State: CT	Zip: 06877
Preferred telephone(s): 203-858-3391	Life board of review date: May 14, 2019		

* BSA PID No., found on the BSA membership card

Current Unit Information

Check one: <input checked="" type="checkbox"/> Troop <input type="checkbox"/> Crew <input type="checkbox"/> Ship	Unit Number: 431
Name of District: Connecticut Yankee Council	Name of Council: Scatacook

Unit Leader Check one: ☒ Scoutmaster ☐ Crew Advisor ☐ Skipper

Name: David Grove	Preferred telephone(s): 203-241-2308		
Address: 97 Tackora Trail	City: Ridgefield	State: CT	Zip: 06877
Email address: david.grove@snet.net			

Unit Committee Chair

Name: John Butala	Preferred telephone(s): 203-252-7512		
Address: 119 Remington Road	City: Ridgefield	State: CT	Zip: 06877
Email address: jbutala@freepoint.com			

Unit Advancement Coordinator (If your unit has one)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email address:			

Project Beneficiary (Name of religious institution, school, or community)

Name: Ridgebury Elementary School	Preferred telephone(s): 203-894-5875		
Address: 112 Bennetts Farm Road	City: Ridgefield	State: CT	Zip: 06877
Email address: jpalladino@ridgefieldps.net			

Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Jamie Palladino	Preferred telephone(s): 203-894-5875 x7400		
Address: 112 Bennetts Farm Road	City: Ridgefield	State: CT	Zip: 06877
Email address: jpalladino@ridgefieldps.net			

Your Council Service Center

Contact name:	Preferred telephone(s): 203-876-6868		
Address: 60 Wellington Ave.	City: Milford	State: CT	Zip: 06461

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Robert Areklett	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email address: acm.llc@hotmail.com			

Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name:	Preferred telephone(s):		
Address:	City:	State:	Zip:
Email address:			

Project Description and Benefit

Briefly describe your project.

The project consists of putting up informative and interactive signs on one of the Peterson's Gorge trails and the unnamed pond which are located behind Ridgebury Elementary School. The signs will enhance the experience of school children and adults who will learn more about the flora and fauna of Peterson's Gorge & the pond. This project will also include reblazing parts of the trail.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



Individual tree/shrub marker example



Large format entry sign and pond sign example

Tell how your project will be helpful to the beneficiary. Why is it needed?

This project will be helpful as it provides a way for kids to learn about nature and the woods that surround them. While kids may learn about trees and forests in science class it barely scratches the surface and this project will give kids a hands-on way to interact with a wonderful hiking trail which is right in their backyard. It will include ways for them to further their exploration of this mini ecosystem.

When do you plan to begin carrying out your project? Fall of 2019

When do you think your project will be completed? Summer of 2020

Giving Leadership

Approximately how many people will be needed to help on your project? 5-8

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

Troops 431 family and friends.

What do you think will be most difficult about leading them?

Since this project will encompass a large area and several people, one of the more difficult aspects of leading them will be trying to get everything organized properly and making sure everyone pays attention to my directions.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

ten 5"x7" plaques, two or three 24"x36" Plaques, 7 4"x4"x12' & 1 2"x8"x10' lumber pieces, box of mounting screws. (please reference Ridgefield Supply quote)

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Snacks, Water, Garbage bags for any trash created. Marking paint, Marking flags.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Post hole digger, spade, shovels, small and large level, rake, measuring tape, level, cordless drill, drill bits, drill screwdrivers, Phillips head and square head screwdrivers.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

Consultation with tree and forest experts about tree and shrub species along the interactive trail. My neighbor, Brent Koenig will be assisting me on this. Graphic design assistance for plaques will come from the RHS Art Department and other artistic types. Re-Blazing of the interactive trail will be done in conjunction with the Conservation Committee of Ridgefield.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

This project is being reviewed, approved and signed off by the Ridgebury Elementary School principal, the Assistant Director of Ridgefield Parks and Recreation and a Trail Commissioner for the Ridgefield Conservation Commission.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below: (Include sales tax if applicable)		Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials:	\$1,080.00	*** An itemized cost list attached separately. The project will be supported by the Ridgebury Elementary School PTA and Ridgefield Parks and Recreation .
Supplies:	\$30.00	
Tools:	\$42.00	
Other:		
Total costs:	\$1,152.00	

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1.	Discuss Ideas for Interactive trail with Mr. Paladino, Principal of Ridgebury Elementary School
2.	Present Plan for interactive trail to Ridgebury principal, Ridgefield Parks & Rec and Conservation Commission for approval
3.	Discuss engineering for trail with Parks & Rec and sign company
4.	Obtain pricing for materials from sign company and Ridgefield Hardware
5.	Work on funding for project from Ridgefield Parks and Rec (P&R), and Ridgebury PTA
6.	Walk trail with tree/ nature experts to plan potential items for interactive trail
7.	Create draft for signs for interactive trail. Present draft ideas to Mr. Paladino, Ridgebury science and art teacher and P&R
8.	Finalize signs and submit to company for printing
9.	Coordinate with scouts and volunteers for project days

10.	Explain the project and assign positions on work days
11.	Purchase and prepare the materials for signs to be mounted. Prepare the area where signs will be installed
12.	Install signs based upon National Parks Service and P&R recommendations
13.	Clean up work-site

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

The transportation of materials will be accomplished by my father (who is an assistant scoutmaster) and other scout leaders for Troop 431. Volunteers and scouts can arrange their own transportation to Ridgebury Elementary School.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

There is some poison ivy along the trail which will warn project volunteers to avoid. The volunteers will be provided with detailed instructions about the project and the tools involved. Any tool use that requires special warnings will be provided before using said tools. There will be some cutting of wood for this project. The adults who have done this type of work before will complete the cutting portion of the project. Safety goggles and gloves will be used as necessary and we will have the Troop's large first aid kit with us for this project.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

Research best software to design interactive signs based on recommendations from graphics company. Try to get more examples of interactive signs used in the NY/CT area, to also use for ideas. Share initial sign idea with school principal, art teacher, Conservation commission and Parks and Recreation. Research best methods for sign placement and construction. Reconfirm tree and shrub types before creating a sign about them.

Candidate's Promise* <i>Sign below before you seek the other approvals for your proposal.</i>		
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.		
Signed	Date	5/3/2020

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.*

Unit Leader Approval*	Unit Committee Approval*
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.	This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.
Signed _____ Date _____	Signed _____ Date _____
Name (Printed) David Grove	Name (Printed) John Butala

Beneficiary Approval*	Council or District Approval
<p>This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.</p> <p><i>Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i>, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.</p>
Signed _____ Date _____	Signed _____ Date _____
Name (Printed) _____	Name (Printed) _____

**While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*

**Ridgefield Supply**

29 Prospect Street
Ridgefield, CT, 06877
Telephone: 203-438-2626
Fax: 203-438-3817

Quotation

Quote No
Quote Date
Expiration Date

115950
10/09/2019
10/23/2019

COD
Invoice Address
CT

Delivery Address
CT

Customer
Your Ref
Taken By
Sales Rep

COD
Bob Bergman
HOUSE ACCOUNT

Contact Number DAVID ISAC

Contact Number 203-233-5092



Page 1 of 1

Special Instructions			Notes			
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	PT040412	4X4X12 TREATED SYP #1 7/12	7 ea	19.36	ea	135.52
2	PT020810	2X8X10 TREATED SYP #1 1/10	1 ea	12.49	ea	12.49
3	22936	1" X #8 WHITE STAINLESS SCREW	2 ea	5.39	ea	10.78
4	17920	SCORPION 2-1/2" XT CERAMIC COATED SCREW 1 LB	1 ea	9.89	ea	9.89
5	25673	VULCAN 16 LB POSTHOLE DIGGER BAR W/TAMPE TOP	1 ea	39.99	ea	39.99

Total Amount	\$208.67
Sales Tax	\$13.25
Quotation Total	\$221.92

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer

Date

Date

Subject to our terms and conditions of sale. Further copies available on request.

Print Date 11/02/2019

TERMS AND CONDITIONS GOVERNING SALE

THIS INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO THE SALE (by The Ridgefield Supply Co., hereinafter referred to as, RSC or Seller) AND PURCHASE (by the Customer, Buyer, or Contractor, hereinafter referred to as any one) OF THE MERCHANDISE SPECIFIED HEREIN. This sale shall be deemed to have been made in and construed in accordance with the laws of the state of CT.

TERMS OF PAYMENT

Cash, Verifiable Personal Checks, and Credit Cards accepted. 30-Day Open House Accounts available by separate application/terms. Terms governing conditions of sale as they appear on the face of the credit application (and/or invoices) are by this reference incorporated into and made part of this agreement. Customers presenting their own purchase orders stating specific terms of sale (if different than stated herein by RSC) will have no effect to modify, adjust, or impact in any way the terms stated herein.

TAXES

Buyer shall pay to Seller the amount of any taxes, excises, or other charges which Seller may be required to pay or collect for any government, national, state or local, upon, or measured by the production, sale transportation, delivery or use of the merchandise sold hereunder. Failure by RSC to collect required taxes at the time of original sale shall in no way diminish the rights of RSC to impose and collect said tax at a future date if required to do so by a governing agency or governmental department.

ESTIMATE DISCLAIMER

If this is an estimate, it is designed solely to provide the Contractor/Buyer with a rough estimate of the amount of material to be used in the given project. The material estimate represents RSC interpretation of information provided by the Contractor/Buyer and such estimate assumes (among other things) normal and typical building and construction techniques. The actual amount of the material used may vary from the material estimate due to a number of factors beyond the control of RSC. Consequently, RSC makes no representation or warranty (expressed or implied) that the actual amount of material required will not vary from the estimate. Under no circumstances shall RSC be responsible to provide additional material to complete a customer project in the event our estimate proves insufficient in either product listing and/or quantities thereof.

WARRANTY

Manufacturer's warranties cover most products sold by RSC. RSC does not manufacture or alter products in any way, and as such provides no warranties for the products sold either expressed or implied. If merchandise sold by RSC is found to be defective in material or workmanship, the seller shall have the option of repairing, replacing or refunding the cost of same plus applicable taxes. Under no circumstances shall RSC be liable for any sums other than the original invoice amount, including but not limited to charges for labor or consequential damages of any kind as may be claimed by customer, buyer, or contractor. In the event an item sold by RSC is NOT covered by a specific Manufacturer's Warranty (due to the nature of the product purchased, expiration of applicable warranty(ies), misuse of product, or any other reason) no additional or supplemental warranty is offered by RSC either expressed or implied without exception.

RETURNED GOODS

RSC stock inventory items, in original units or full packages, will be accepted for credit or exchange when returned in good 'saleable' condition within 30 days of purchase and accompanied by an original sales receipt. A restocking fee of up to 25% will be assessed by the Seller on all returned goods. Special-Order merchandise, assembled units, and cut items are not returnable. No claims of 'damaged goods' will be accepted after material leaves the yard. No Exceptions.

SPECIAL ORDERS

Buyer warrants to the seller his/her full understanding as to the nature of Special-Order merchandise and the ordering thereof. These are items not stocked by RSC and are either provided by specialty wholesale vendors, or custom items manufactured to specifications provided by the buyer to suit his/her particular need or circumstances. In the event RSC provides services to estimate or measure for product, buyer still understands it is his/her responsibility to review those estimates/measurements to verify and confirm them for accuracy. Sole responsibility for accuracy rests with the buyer. Buyer has reviewed and accepted all specifications and quantities of the product(s) he/she is ordering and further understands these products are being submitted to a third party vendor/manufacturer for distribution and/or manufacture. Buyer further understands orders cannot be changed or cancelled once placed with RSC. SPECIAL ORDERS ARE NON-REFUNDABLE, NO EXCEPTIONS. UNDER NO CIRCUMSTANCES WILL SPECIAL ORDER MERCHANDISE BE ACCEPTED FOR RETURN TO RSC. Deposits are required on all special orders, for orders totaling \$500.00 or less a 100% deposit is required. For orders over \$500.00 a 50% deposit is required. Balance is due at the time the Special Order is delivered to RSC and is to be paid according to terms arranged and agreed to by customer at the time the original order is placed.

CLAIMS

Any claims for shortage, defect, non-conformity of goods, error in shipment, or for any other cause, shall be deemed WAIVED AND RELEASED by the Buyer unless made in writing within ten days after delivery of merchandise. "Delivery" is defined below.

DELIVERY & ACCEPTANCE OF TITLES OF GOODS

All deliveries are priced and understood to be on a first floor/tailboard delivery basis. Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. Claims for shortages, breakages or for any nonconformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the Buyer at the time of delivery, otherwise, the Seller shall not be responsible for any such claims. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at Buyer's risk, and claims for loss or damage must be filed by the Buyer's against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the buyer at the Seller's loading dock. If upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of materials as listed on this invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefore, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized agent of the Buyer, unless the Buyer has previously instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.

RANDOM TALLIED MERCHANDISE

Some products are sold by random tally or custom runs and as such exact quantities cannot be specified. Customer agrees to accept final tallies within (+ -) 5% of the desired quantities. Discretion to order adequate material (inclusive of + - %) rests solely with the buyer.

FORCE MAJEURE

Delay in delivery or non-delivery in whole or in part by Seller shall not breach of this sale if performance is made impracticable by the occurrence of any one or more of the following contingencies, non-occurrence of which is a basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law; (c) Sellers inability to obtain necessary materials (finished or otherwise) from its usual sources of Supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonable within Sellers control.

MATERIAL DATA SAFETY SHEETS (MSDS)

The occupational Health & Safety Communication Standard, the Superfund Amendments and Reauthorization Act of 1986 and many state right-to-know laws require that a material safety data sheet (MSDS) be provided with products containing hazardous chemicals. As a manufacturer, importer, or distributor, you are required by law to ascertain which of your products require an accompanying MSDS and provide such. As a condition of this sale, you expressly wa

HAZARD COMMUNICATION LABEL

RSC sells some products that may be considered hazardous; e.g., treated lumber, products containing formaldehyde, silica, etc. It is important to understand some products specified for use in home construction may be considered hazardous. Architects, Designers, and the builder/contractor community specify material for use in building projects. RSC DOES NOT specify product manufacture or use; Warnings and Manufacturer's Material Safety and Data Sheets (MSDS) are available for any product sold by RSC. This information is designed to address the label requirements of the OSHA Hazard communication Standard.

MISC PROVISIONS

- A. Unpaid merchandise, which remains in the delivery state, can be repossessed after 60 days of non-payment. Merchandise not repossessed shall be considered consumer goods (CGS-42a-9-302)
- B. Upon demand (after at least 60 days of non payment), Buyer will assemble all unused merchandise at Sellers sole election, for repossession by the Sellers (CGS-42a-9-302).
- C. Merchandise repossessed by the Seller shall be considered equal in value to the invoiced amount or readily marketable amount to re-sell, whichever is less.
- D. This agreement is governed by the law in the state in which the Seller's store which supplied the goods is located.