

TOWN OF GREENWICH, CT – Representative Town Meeting

ITEM NO:

DEPARTMENT: Office of the First Selectman

CONTACT: John Crary, Town Administrator, (203-622-2208)

jcrary@greenwichct.org

RESOLVED, that the RTM approves the renewal of the lease with the Mianus River Boat and Yacht Club for the property located at 98 Strickland Road, Cos Cob, for a period of ten (10) years with a term ending March 31, 2023.

EXPLANATORY COMMENTS

The Town has had a lease with the Mianus River Boat and Yacht Club for a parcel of land located at 98 Strickland Road, Cos Cob since 1983. The purpose of the lease was to increase public access to the river and Long Island Sound. In 1983 the parcel was mud flats and was not being used. The club offered to improve the land and provide public access to the river and Long Island Sound to all Town residents who wished to join the club. Over the years the club has extended the existing town dock (Ferris), added 46 slips for the use of Town residents, dredged portions of the harbor to improve access, installed a pump out that is open to all boaters for the removal of sewage and built a clubhouse for their membership events. The club has approximately 260 family memberships (1,000 residents) and offers a social program and many educational programs that are open to the community. The assignment of slips is managed by the Parks and Recreation Department and they maintain an active waiting list. The dock and slips that are maintained by the club provide an inexpensive means of access to the river and accommodations for many residents' boats.

Personnel from Parks and Recreation and DPW regularly visit this site and have reported that the grounds are kept in good condition. The Town has updated the terms and conditions of the lease to reflect present circumstances and needs. The insurance requirements included within the lease have been reviewed and the Town Risk Manager has indicated that they are satisfactory. The Board of Selectmen discussed this lease again at their September 26, 2013 meeting and voted to reaffirm their support for this lease renewal.

Attached to this document is a copy of the lease, an abstract of its terms, a statement from the club detailing the public benefit that they provide, a copy of the club's mission statement, a copy of the club's latest budget and a memo from P&Z that includes a resolution on this renewal. The Town Assessor's office has also prepared a hypothetical valuation of the property to reflect a market value given the revenues and expenses of the club. Finally I have included a copy of the Board of Selectman's Policy on the leasing of Town land and the procedures that are followed for your information.

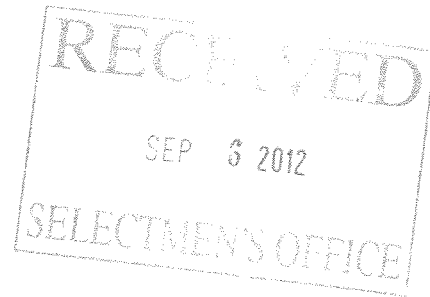
CC: PJT
A. Ahmad
DM, DT

MIANUS RIVER BOAT & YACHT CLUB

98 STRICKLAND ROAD, COS COB, CONNECTICUT 06807
203-869-4689

September 4, 2012

Board of Selectmen
Town of Greenwich
101 Field Point Road
Greenwich, Ct. 06830



Re: Lease Renewal
Mianus River Boat and Yacht Club

Gentlemen,

Pursuant to Section 14 of our lease with the Town of Greenwich, this is our notification that we would like to renew our lease for an additional 10 years, effective in March of 2013.

At your convenience we are requesting to meet with the person designated by your office as the Town representative to negotiate a new lease. We trust we can come to a quick and amicable agreement on the lease.

Sincerely,

William Ingraham
Commodore

BASIC AGREEMENT INFORMATION				
1	Mianus Boat & Yacht Club	Premises	Main clubhouse building, incl the Ferris Dock, shed, ramps & the boat docking facility.	1
2	Mianus Boat & Yacht Club	Address	98 Strickland Rd. Ferris Dock, Cos Cob, CT 06807	1 & 22
3	Mianus Boat & Yacht Club	Tenant	Mianus River Boat & Yacht Club, Inc. by Jeffrey B. Downes, Commodore but signed by Andrew M. Cummings, Commodore	1 & 25
4	Mianus Boat & Yacht Club	Landlord	Town of Greenwich	1 & 25
5	Mianus Boat & Yacht Club	Town Contact / Responsible Department	Office of the First Selectman, assisted by PRC and DPW.	6 & 12
AGREEMENT TERM				
6	Mianus Boat & Yacht Club	Date of Agreement		1
7	Mianus Boat & Yacht Club	Amendment Dates	a. M.I. & Coastal Site Plan #316-C. Exhibit B. 2/3/1988: dock const. b. P & Z approval of M.I.# 316.1 & Coastal Site Plan #2188-C c. P & Z reaffirming their approval of the lease renewal - 12/13/12	Exh B& C
8	Mianus Boat & Yacht Club	Agreement Commencement Date	March 1, 2013	2
9	Mianus Boat & Yacht Club	Rent Commencement Date	March 1, 2013	2
10	Mianus Boat & Yacht Club	Agreement Expiration Date	March 1, 2023	2

RENT AND ADDITIONAL CHARGES			
11	Mianus Boat & Yacht Club	Rent	\$1 per year. Entire amount paid at execution 3
12	Mianus Boat & Yacht Club	Additional Rent	YES. Tenant pays to maintain interior & exterior incl mech equip, systems, devices, controls, utility lines, sewer lines, storm lines, septic system & any other systems. 2
13	Mianus Boat & Yacht Club	Utilities	Tenant pays all costs of utilities incl phone, heating, gas, water & elec. 3
14	Mianus Boat & Yacht Club	Real Estate Taxes/Payment in Lieu of Taxes	No Property taxes are not defined in the lease N/A
15	Mianus Boat & Yacht Club	Operating Expenses	YES. Tenant pays to maintain interior & exterior incl mech equip, systems, devices, controls, utility, sewer & storm lines, septic system, etc. Tenant is solely responsible for refuse removal, sanding & snow removal. 2
16	Mianus Boat & Yacht Club	Other Charges	Tenant maintains member list incl name, address & phone numbers. Tenant keeps all receipts & disbursements concerning premises operations. Tenant keeps list of all slipholder members & copies of their insurance policies. 22, 23
17	Mianus Boat & Yacht Club	Permitted Use	Tenant shall use premises for clubhouse and docking purposes only. Tenant agrees its membership is available to all Town residents. Tenant agrees to operate a pump out that is open to all boaters. 4
18	Mianus Boat & Yacht Club	Use Restrictions	Tenant shall not do or permit any act or thing which is contrary to law, or would invalidate applicable insurance or which might subject the Town to any liability. 5 & 11
19	Mianus Boat & Yacht Club	Security Deposit	No. Lease is silent on security deposit. N/A
TENANT AND LANDLORD OPTIONS			
20	Mianus Boat & Yacht Club	Termination Provisions	Yes 16

21	Mianus Boat & Yacht Club	Landlord's Right to Terminate (other than casualty, condemnation or	Town may terminate lease with 90 day written notice by First Selectman & prior approval of RTM	16
22	Mianus Boat & Yacht Club	Tenant's Right to Terminate (other than casualty or condemnation)	Tenant may terminate at any time by giving ninety days written notice.	16
23	Mianus Boat & Yacht Club	Agreement Renewal Rights	Tenant has right, privilege & option to renew for a successive 10 yr term provided gives written notice to the Board of Selectmen at least six months prior to termination of lease	23
24	Mianus Boat & Yacht Club	Sublease Assignment	Tenant shall not sublet any portion of the premises, nor shall the lease be assigned	14
MISCELLANEOUS AND ADDITIONAL INFORMATION				
25	Mianus Boat & Yacht Club	Insurance	1. All risk comm'l prop incl ext cov: vandalism, malicious mischief, boiler & mach, Flood, & incl tenant's pers prop at replacement cost. 2. Comm'l Gen Liab: BI & PD, pers & advert liab, prod & complet opns. Limits: \$1MM per occur. 3. Work Comp: full & pt EE's & Ind Contractors at statutory limits. 4. Umbrella pol at \$5M per occur	9 & 10
26	Mianus Boat & Yacht Club	Landlord Services	Town will maintain & administer WAITING LIST for slips at dock facility. In emergency, Town takes all necessary steps to respond & stabilize premises. Police & Fire Depts have keys for ER access.	4, 5, & 15
27	Mianus Boat & Yacht Club	Ownership of Improvements	Improvements or alterations become property of the Town BUT paid solely by tenant.	8
28	Mianus Boat & Yacht Club	Casualty	YES. First Selectman shall opine on prudence of repairs, with due consideration for ins benefit & tenant's ability/willingness to pay. Lease terminates with respect to damaged property. Allocation of ins proceeds to Town & tenant is decided by RTM	21 & 22
29	Mianus Boat & Yacht Club	Miscellaneous	Boat slips are for Town residents who are Club members. Slipholders are required to maintain \$500k limits for Oil Spill Liability Ins Policy in addition to other ins. Tenant shall keep copies of all member ins policy for Town review.	4 & 12

30	Mianus Boat & Yacht Club	Other	1. Replacement of equip, systems, devices, controls, utilities, etc requires prior written approval by DPW. 2. Boat Docking Facility fees are set by tenant with approval of Bd. of Select. 3. Ins type & coverage limits set by Risk Manager. 4. Tenant keeps Key Box at building door for Fire Dept access. 5. Any required written NOTICE is sent to First Selectman. 6. Tenant submits annual financials to Comptroller. 7. Tenant keeps accurate lists & records of all equip, fixtures & structures.	2, 4, 6, 7, 11, 12, 15, 22, 23, 24
31	Mianus Boat & Yacht Club	Agreement Type	Lease	

RENEWED, AMENDED AND RESTATED LEASE
between

TOWN OF GREENWICH
and
MIANUS RIVER BOAT AND YACHT CLUB, INC.

This renewed, amended and restated Lease, made this ____ day of _____, 2013, between the TOWN OF GREENWICH, hereinafter referred to as the "TOWN", a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Peter J. Tesei , First Selectman, hereunto duly authorized, and the MIANUS RIVER BOAT AND YACHT CLUB, INC., hereinafter referred to as the "CORPORATION", a corporation organized and existing under the laws of the State of Connecticut, acting herein by William Ingraham, Commodore, hereunto duly authorized.

WITNESSETH:

WHEREAS, the TOWN and the CORPORATION entered into a Lease dated April 15, 2003 ("2003 Lease") for the Premises described below for a term of ten years to March 2013; and

WHEREAS, the 2003 Lease provided under article 14 thereof for a renewal for an additional ten years provided that such term shall be subject to such conditions as the TOWN may then deem necessary or appropriate; and

WHEREAS, the TOWN Planning and Zoning Commission has reviewed the 2003 Lease renewal for municipal improvement approval and provided recommendations for renewal; and

WHEREAS, the TOWN Board of Selectmen has reviewed the 2003 Lease renewal and Planning and Zoning Commission recommendations and decided on conditions for renewal that are incorporated into this renewed, amended and restated Lease that are agreeable to the CORPORATION and have been approved by the Representative Town Meeting.

NOW THEREFORE, the TOWN and the CORPORATION agree as follows:

1. PREMISES:

In consideration of the covenants on the part of the CORPORATION hereinafter contained, the TOWN hereby renews the lease to the CORPORATION for the following premises (the "Premises"):

The existing Yacht Club Building at 98 Strickland Road, in, Cos Cob, Connecticut, together with the area within the building lease line, including the Shed adjoining Ferris Dock and its ramps and the Boat Docking Facility on the westerly side of the Mianus River, Cos Cob, Connecticut, all as shown on the map entitled, Proposed Dock on Property of the Town of Greenwich in the Vicinity of Cos Cob Marina, Greenwich, CT, attached hereto and incorporated herein as Exhibit A.

2. TERM:

The renewed term of this Lease shall be for a period of ten years from March, 2013 to March, 2023. (See also paragraph 12 of this Lease.)

3. CONSIDERATION

As consideration for the lease of the Premises, the CORPORATION agrees to pay maintenance and operating expenses and costs of utilities, and to make certain cash rent payments, as follows:

A. Assumption of Maintenance Costs

The CORPORATION shall be solely responsible for and shall pay all costs and expenses required to maintain the interior and exterior of the Premises, as well as all mechanical equipment, systems, devices, controls, utility lines, sewer lines, storm lines, septic system and other systems and appurtenances on the Premises, in good operating condition and repair throughout the Lease Term. The CORPORATION shall make all mechanical, electrical and structural and non-structural repairs required to maintain the Premises generally in good order and repair. Replacement of any of the foregoing equipment, systems, devices, controls, utilities or appurtenances must receive prior written approval by the Commissioner of Public Works. At its sole cost and expense the CORPORATION shall be solely responsible for and undertake refuse removal and sanding and plowing of snow and ice. All work described in this section shall be done promptly by the CORPORATION at its sole cost and expense to the satisfaction of the TOWN.

B. Assumption of Costs of Utilities

The CORPORATION shall be solely responsible for and shall pay all charges for all utilities, including but not limited to, telephone, heating, gas, water and electricity used or consumed on the Premises.

C. Alterations and Improvements to the Premises

The CORPORATION may undertake and complete at its sole cost and expense alterations and improvements to the Premises. The manner of making such alterations and improvements shall be governed by the provisions of paragraph 6 and 7 below.

D. Rent

The Corporation shall pay the Town rent of One (\$1.00) Dollar per year, the entire amount to be paid upon execution of this Lease.

4. USE OF PREMISES

The Premises shall be used by the CORPORATION for clubhouse and docking purposes only, and in accordance with the resolution of the Planning and Zoning Commission granting Municipal Improvement and Coastal Site Plan approval as set forth in the letter dated February 3, 1988 from James Sandy to Frank Keegan, which is attached hereto and incorporated herein as Exhibit B and in accordance with the resolutions of the Planning and Zoning Commission granting Municipal Improvement approvals as set forth in memoranda , dated May 15, 2001 and December 13, 2012, which are attached hereto and incorporated herein as Exhibit C. In accordance with the Planning and Zoning Commission's modification of May 15, 2001 noted in Exhibit C, the Town has obtained a Stormwater Industrial Activities General Permit No. GSI001575 from the State of Connecticut, Department of Environmental Protection. Permit No. GSI001575 is valid through December 1, 2016 . The CORPORATION agrees that it shall cooperate with the TOWN in obtaining a new or renewed Stormwater Industrial Activities General Permit. In accordance with the Planning and Zoning Commission's recommendations of December 13, 2012 there will be a limit of 55 slips with dockspace and the head pumpout service shall be continued for the 10 year renewed term of this Lease and be free to all boats.

As part of the consideration of this Lease, the CORPORATION agrees that its membership will be open to all the residents of the TOWN, with the exception of those

as may be excluded or expelled for cause under the rules governing the use of the Premises, as approved by the Board of Selectmen. Use of the Premises, as aforesaid, shall be nondiscriminatory as to race, color, creed, national origin, or sex. Further, the CORPORATION agrees that the public shall, at all times, have access to and use of the Ferris Dock, its ramps, the launch ramp and the staging dock, all as shown on Exhibit A, attached.

Tenancy of slips in the boat docking facility shall be available to Town resident members only. The TOWN shall maintain and administer a waiting list for slips at the Boat Docking Facility in accordance with the "Rules and Regulations for Greenwich Harbor and Cos Cob Harbor Connecticut," as amended. Any qualified resident of the TOWN, shall, upon request, be placed on such waiting list and shall, as slips become available, be eligible for a slip on a first come, first served basis; provided, however, that any such person shall, prior to being assigned a slip, join the CORPORATION as a member.

The CORPORATION agrees that fees for the use of the Boat Docking Facility shall be set by the CORPORATION with the prior approval of the Director of Parks and Recreation and Board of Selectmen of the TOWN. The responsibility for the collection of said fees shall be solely that of the CORPORATION, which shall apply the same procedure for their collection for all users of the Premises.

The CORPORATION shall keep fully informed and comply with all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting, controlling, and governing the use of the Premises and shall indemnify and hold harmless the TOWN, its officers, employees, servants, and agents from and against

any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or based upon any violation or claimed violation of any such laws, ordinances, rules, and regulations, whether committed by the CORPORATION or any of its officers, agents, servants, employees, invitees, or licensees.

It is understood by and between the parties that nothing contained in this Lease is intended to establish or create, or shall be construed as creating or establishing the relationship of co-partners or joint venturers hereto, or as constituting the CORPORATION as the agent or representative of the TOWN for any purpose, or in any manner whatsoever.

Any failure by the CORPORATION to use the Premises as set forth in this section shall render the Lease null and void at the option of the TOWN.

The TOWN reserves the right at any time to design, construct, install, repair, replace, operate, and maintain existing and future sewerage trunk lines and appurtenances, if and as required, across the Mianus River, Cos Cob, Connecticut.

In the event the TOWN desires to undertake any of the aforesaid work, the CORPORATION shall remove or relocate any boat docking facilities and vessels as the TOWN may direct in order to perform any such design, construction, installation, repair, replacement, operation and maintenance. Such removal or relocation of boat docking facilities and vessels shall be the sole responsibility of and shall be undertaken solely at the expense of the CORPORATION. The TOWN shall make reasonable efforts where reasonably practicable to accommodate any vessels displaced as a result of and during the duration of the aforesaid work.

5. CONDITION OF PREMISES:

It is expressly agreed between the TOWN and the CORPORATION that the CORPORATION has examined the Premises and accepts it in its present condition, and that the Premises is leased from the TOWN "as is" and as it stands at the time the Lease is executed, and that the TOWN has made no representations whatsoever as to the present or future condition of the Premises, including latent defects.

6. MAINTENANCE OF PREMISES:

The CORPORATION at its sole cost and expense shall maintain the interior and exterior, and utility, sanitary, storm lines and other systems of the Premises in good repair and surrender it on the expiration or termination of the Lease in as good order and condition as it is now in, or as it may be placed by reason of any alteration made hereunder, subject to reasonable use and wear; and the CORPORATION agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease.

Notwithstanding the foregoing, the CORPORATION shall maintain all mechanical equipment, systems, devices, controls and appurtenances in good operating condition, and replace the same as may be necessary from time to time. Except during an emergency, replacement must receive prior written approval of the Commissioner of Public Works. All work described in this paragraph shall be done promptly by the CORPORATION at its sole cost and expense to the satisfaction of the TOWN. Nothing in this paragraph shall be construed to require the CORPORATION to maintain mechanical equipment, systems, devises, controls and appurtenances

outside of the Premises, except that the CORPORATION shall maintain the utilities, including water, sewer and electrical lines to the trunk lines.

7. IMPROVEMENTS AND ALTERATIONS:

The CORPORATION, during the term of this Lease, shall have the privilege of making alterations and improvements to the Premises to the extent necessary to provide clubhouse facilities, docking facilities, service area, electrical and other utility installations for its members, provided that no improvements or alterations of the Premises shall be made without the prior written approval of the Commissioner of Public Works of the TOWN.

The CORPORATION agrees that all materials used by it in any construction undertaken to the interior and exterior of the Premises shall be of high quality. To assure that such quality and consistency shall be obtained, the CORPORATION shall submit all drawings and specifications of all alterations, improvements, additions or changes proposed to be made by the CORPORATION in or to the Premises to the Commissioner of Public Works of the TOWN, or his designee, for his determination as to the quality of the materials intended to be used. Such submission by the CORPORATION shall be prior to commencing any such work, but any such proposed work which has not been disapproved in writing by the Commissioner, or his designee, within sixty (60) days of such submission shall be deemed approved and may be contracted for and undertaken to completion by the CORPORATION.

Any such improvements or alterations shall be the property of the TOWN and shall remain upon and be surrendered with the Premises on the expiration or termination of the Lease without compensation to the CORPORATION.

All improvements or alterations shall be made by the CORPORATION at its own cost and expense and shall be made in accordance with and conform to all applicable laws, ordinances, and regulations.

The CORPORATION shall obtain for any improvement or alteration such buildings permits and other regulatory or administrative approval, including review and approval by the Planning and Zoning Commission, as are normally incidental to the progress and satisfactory conclusion of the same.

All improvements or alterations shall be independently contracted by the CORPORATION. The CORPORATION shall promptly pay all contractors, subcontractors and material suppliers for all work performed and materials supplied to the Premises and shall indemnify and save harmless the TOWN from any and all claims made against it by any such contractor, subcontractor or material supplier arising out of the above-described work.

8. INSURANCE AND PROPERTY LOSS

A. The CORPORATION shall procure and maintain, at its own expense during the term of this Lease, insurance of the types and amounts specified below insuring and protecting the CORPORATION and the TOWN from any and all claims for bodily injury, including accidental death, and for property damage arising out of the use of the Premises by the CORPORATION or its officers, agents, employees, invitees, licensees, and by its business operations. All policies shall name the TOWN as an additional insured and shall contain appropriate "loss payee" provisions in favor of the TOWN. The insurance required shall be as follows:

(1) All risk commercial property insurance, including extended coverage, vandalism, malicious mischief, boiler and machinery, and flood, insuring for an amount not less than the then current replacement cost for the value of the Premises including improvements, alterations, and additions made to the Premises by the CORPORATION and insuring the CORPORATION's own personal property. The TOWN will not carry insurance on the CORPORATION's property or improvements to the Premises by the CORPORATION.

(2) Commercial general liability insurance, including bodily injury and property damage liability and "personal and advertising liability injury" on an occurrence basis with respect to the CORPORATION's business and occupancy of the Premises for any occurrence of not less than One Million (\$1,000,000) Dollars combined single limit for bodily injury and property damage, One Million (\$1,000,000) Dollars "personal injury and advertising injury," One Million (\$1,000,000) Dollars aggregate for products and completed operations and Two Million (\$2,000,000) Dollars general aggregate or such greater amount as the TOWN may require from time to time. Such insurance shall contain a provision including coverage for all liabilities assumed by the CORPORATION under this Lease and shall name the TOWN and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against the TOWN.

(3) Workers compensation insurance for all of the CORPORATION's employees, temporary employees or independent contractors, working in or around the Premises in an amount sufficient to meet statutory payments (unlimited), employers liability insurance with minimum limits of One Million (\$1,000,000) Dollars per

accident, One Million (\$1,000,000) Dollars per employee for disease and a One Million (\$1,000,000) Dollars policy limit for disease. The policy shall be endorsed to waive subrogation against the TOWN.

(4) Umbrella liability, on an occurrence basis, in the amount of Five Million (\$5,000,000) Dollars each occurrence, Five Million (\$5,000,000) Dollars aggregate supplementing all coverages as set forth in Subparagraphs (2) and (3) of this article 8A. Such umbrella insurance will be no more restrictive than the terms provided in Subparagraphs (2) and (3) of this article 8A, and will not contain a cross liability, employers liability, or similar exclusion. The policy shall be endorsed to recognize aggregate limits for coverages set forth in Subparagraphs (2) and (3) of this article 8A.

The TOWN shall have the right to require the CORPORATION to increase the above mentioned insurance coverages from time to time as and to the extent that the TOWN Risk Manager may require, but no such increase shall be arbitrary or unreasonable.

The CORPORATION shall furnish three (3) certificates to the TOWN Risk Manager of each insurance policy or policies, in the form attached hereto as Exhibit D upon the commencement of this Lease with an accompanying agent/broker letter on the TOWN form and thereafter within thirty (30) days prior to the expiration of each such policy. All insurance shall be carried by a company or companies authorized to do business in the State of Connecticut and having a rating of no less than A-/X1 as graded by Best's Rating Service. The TOWN shall be an additional named insured or otherwise shall receive an endorsement providing at least 30 days' written notice of termination, non-renewal, or any material alteration of the property and general liability insurance

policies referred to in this Lease. All such policies shall be written as primary policies which do not contribute to and are not to be merely excess coverage over that which the TOWN may carry. If the CORPORATION maintains a policy that is in excess of a self-insured retention, the self-insured retention must be disclosed prior to the execution of this Lease.

The CORPORATION shall not do or permit any act or thing to be done in or to the Premises which is contrary to law or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of the TOWN with respect to the Premises, or which might subject the TOWN to any liability or responsibility to any person for property damage. The CORPORATION shall not keep anything in the Premises except as now or hereafter permitted by the Greenwich Fire Department, the Connecticut Board of Fire Underwriters and any other authority having jurisdiction over the Premises, and then only in such manner and such quantity so as not to increase the rate of fire insurance applicable to the Premises, nor use the Premises in a manner which shall increase the fire insurance rates for the Building or any property located therein because of any special risk over those in effect on the commencement date.

B. The CORPORATION shall require each of its slipholder members to procure and maintain, during the entire period of membership in the CORPORATION, insurance of the types and the amounts specified below, in addition to such other types of insurance as may be applicable:

(1) Oil spill liability insurance, including discharge, leakage or spillage of oil, petroleum products, chemicals or other substance of any kind or nature and coverage for

the containment, clean-up and resulting property damage and assessment related to any oil spill from the insured boat, on an occurrence basis for any occurrence of not less than Five Hundred Thousand (\$500,000) Dollars.

The CORPORATION shall annually verify that each of its slipholder members has procured and continues to maintain the above noted coverages prior to the mooring of each slipholder member's boat at the Premises. The CORPORATION shall maintain a copy of each slipholder member's current insurance policy evidencing the above noted insurance coverage and shall make such policies available to the TOWN for review.

On or before May 1st of each year that this Lease shall remain in effect, the CORPORATION shall certify in writing to the TOWN's Risk Manager, that each of the slipholder members of the CORPORATION has procured and continues to maintain the types and amounts of insurance noted above.

C. The TOWN and its employees, agents, and officers shall not be liable for:

- (i) any damage to or loss of property of the CORPORATION, the CORPORATION's employees, agents, tenants, lessees, licensees or invitees, by theft or otherwise,
- (ii) any injury or damage to property or persons including without limitation the CORPORATION's employees, agents, tenants, lessees, licensees or invitees, resulting from any cause whatsoever in connection with the use of the Premises,

unless caused by or due to the affirmative or willful act of the TOWN, its employees, agents and officers.

Any damage to the Premises by reason of the moving of equipment or furnishings, or the installation thereof by or on the CORPORATION's behalf, shall be promptly repaired by the CORPORATION to the reasonable satisfaction of the TOWN and at the CORPORATION's sole cost and expense.

9. INDEMNIFICATION

The CORPORATION shall indemnify, defend and save the TOWN harmless from and against all liabilities, obligations, damages, penalties, claims, losses, costs and expenses, including reasonable attorneys' fees, paid, suffered, or incurred as a result of (i) any breach by the CORPORATION, its agents, contractors, employees, invitees, or licensees, of any covenant or condition of this Lease; or (ii) the negligence or willful act of the CORPORATION, its officers, agents, employees, contractors, tenants, lessees, invitees or licensees; or (iii) the use and occupancy of the Premises by the CORPORATION, its officers, agents, employees, tenants, lessees, licensees or invitees.

The CORPORATION shall keep fully informed and comply with all existing and future federal, state and local laws, ordinances, rules and regulations affecting, controlling and governing the use of the Premises and shall indemnify and hold harmless the TOWN, its officers, employees and agents, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or based upon any violation or claimed violation of any such laws, ordinances, rules and regulations, whether committed by the CORPORATION or any of its officers, agents, employees, tenants, lessees, licensees or invitees.

10. SUBLETTING AND ASSIGNMENT:

The CORPORATION shall not sublet the demised Premises, or any portion thereof, nor shall the Lease be assigned. If the Premises shall be deserted or vacated, the First Selectman may declare the Lease in default, and this Lease shall expire and terminate.

11. INSPECTION AND EMERGENCY REPAIRS:

The First Selectman of the TOWN, the Commissioner of Public Works of the TOWN, the Director of Parks and Recreation of the TOWN, and their authorized agents shall have the right to enter and inspect the Premises at all reasonable times. During an emergency, the TOWN shall take all necessary steps to respond to the emergency and to stabilize the condition of the Premises. As soon as practicable under such emergency conditions, the Director of Parks and Recreation or his designee shall notify the Commodore of the CORPORATION of the need to make emergency repairs. The CORPORATION shall then respond immediately to make repairs. If the TOWN is unable to reach the Commodore or if emergency conditions require a more immediate response, the CORPORATION hereby agrees that the TOWN may direct, during emergency, any repairperson or company to make any immediate repairs on the Premises at the sole cost and expense of the CORPORATION and that such repairperson or company shall be the agent of and be paid solely by the CORPORATION.

For purposes of this paragraph the word "Premises" shall include the sanitary sewer lines, storm lines, septic system and other systems. In addition, the CORPORATION will deliver to a designated representative of the Police Department a

key to the Building to provide emergency access and shall install a Knob Box for keys at the entrance to the Building for the Fire Department.

12. TERMINATION

The TOWN may terminate this Lease prior to the expiration of the Lease term, as provided in this article.

A. The TOWN'S Right to Terminate

The TOWN shall have the right to terminate this Lease upon the following terms and conditions:

1. Upon 90-days written notice

(a) The First Selectman of the TOWN, with the prior approval of the Representative Town Meeting, upon a declaration that a termination of this Lease is in the best interests of the TOWN, shall have the right to terminate this Lease at any time by giving the CORPORATION ninety (90) days advance written notice.

(b) The CORPORATION shall have the right to terminate this LEASE at any time by giving ninety (90) day's advance written notice.

2. Upon Default by the CORPORATION

(a) If the CORPORATION does not procure and maintain insurance as required by this Lease;

(b) if the Premises are abandoned or deserted;

(c) if any lien, attachment or other encumbrance is lodged against the Premises by a party claiming loss, through or under the CORPORATION, and is not discharged within thirty (30) days or otherwise provided for to the Town's

reasonable satisfaction within such time, which discharge may include at the CORPORATION's option, the substitution of a surety bond or security reasonably satisfactory to the TOWN; or

(d) if the CORPORATION fails to comply with any provision of this Lease and does not cure such default within the thirty (30) days or the receipt of notice thereof from the TOWN.

In any of the foregoing events, this Lease and the term thereof may terminate and expire at the option of the TOWN and the CORPORATION shall quit and surrender the Premises as provided herein.

In the event of a default under subparagraph 12.A.2(d), if the TOWN shall serve upon the CORPORATION a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter the CORPORATION shall have failed to remedy such default; or if such default or omission complained of is of a nature that the same cannot be completely cured or remedied within such thirty (30) day period, and the TOWN determines the CORPORATION has not diligently commenced curing such default within such thirty (30) day period and shall not thereafter with diligence and in good faith proceed to remedy or cure such default, then this Lease and the term thereof shall at the TOWN's option and upon notice to the CORPORATION terminate and expire, and the CORPORATION shall quit and surrender the Premises to the TOWN, but the CORPORATION shall remain liable to the TOWN as hereafter provided.

In the event of a default by the CORPORATION under this Lease, the TOWN shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary process and other remedies were not herein provided for. The

recitation in this Lease of any particular right or remedy shall not preclude the TOWN from any other remedy available at law or in equity. The CORPORATION acknowledges that this Lease constitutes a commercial transaction within the meaning of section 52-278a of the Connecticut General Statutes. Pursuant to section 52-278f of the Connecticut General Statutes, the CORPORATION hereby waives and relinquishes all rights to notice and hearing as provided in section 52-278a through section 52-278g of the Connecticut General Statutes prior to the TOWN obtaining any prejudgment remedy against the CORPORATION in connection with the enforcement by the TOWN of any of its rights or remedies under this Lease. The CORPORATION expressly waives notice to quit possession or occupancy of the Premises upon termination of this Lease pursuant to section 47a-25 of the Connecticut General Statutes.

Upon termination as provided above, the TOWN may without further notice re-enter the Premises and dispossess the CORPORATION by summary process or otherwise and remove the CORPORATION's effects and hold the Premises as if this Lease had not been made, and the CORPORATION hereby waives the service of any notice to quit or notice of intention to re-enter or any other notice for condition broken as at common law.

B. Effect of Termination or Expiration on Lease Obligations

If this Lease is terminated prior to the full Lease term, neither party shall thereafter have by obligations whatsoever to the other, except as provided in this Lease, and except that the CORPORATION shall be obliged to pay for any obligations or liabilities under this Lease which have accrued prior to the date of such termination or expiration.

C. Effect of Termination or
Expiration on Return of the Building

Upon termination of the Lease, the TOWN may require the CORPORATION at its sole cost and expense to return the Building and the Shed in a structurally sound condition consistent with its prior use.

D. TOWN'S Performance Upon Default by the CORPORATION

If the CORPORATION defaults under this Lease, the TOWN may at its option but without obligation so to do immediately, or at any time thereafter, and without notice, remedy the same at the sole cost and expense of the CORPORATION in lieu of enforcing its other rights hereunder.

If the TOWN makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, costs, fines, penalties, interest, damages and reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid immediately by the CORPORATION to the TOWN upon the rendition of any bill or statement to the CORPORATION therefor, together with interest thereon at a rate equal to twelve (12%) percent per annum.

Nothing herein contained shall be construed as to require the TOWN to incur any expenses or obligations on behalf of the CORPORATION.

E. No Waiver

The failure of the TOWN to seek redress for any violation of or to insist upon the strict performance of, any of the terms of this Lease or of any of the rules and regulations set forth herein or hereafter adopted by the TOWN, shall not waive the effect of or excuse such violation or performance or any subsequent violation or performance.

No act or thing done by the TOWN or its agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, except in writing by the TOWN.

Except as provided in Paragraph 11 above, no employee or agent of the TOWN shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

13. HOLDING OVER

In the event that the CORPORATION shall remain in the leased Premises after the expiration of the term of this Lease without having executed a new written lease with the TOWN, such holding over shall not constitute a renewal or extension of this Lease except, however, the CORPORATION shall be obligated to comply with all the terms and conditions of this Lease during such period of holding over. The TOWN may, at its option, elect to treat the CORPORATION as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against the CORPORATION provided by law in that situation, or the TOWN may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof, and in that event

the CORPORATION shall pay rent as well as the utility and maintenance costs provided during this Lease herein term.

14. LEASE RENEWAL:

The CORPORATION shall have the right, privilege, and option to renew this Lease for a successive additional term of ten years upon the expiration hereof, provided that it shall give written notice to the Board of Selectmen of the TOWN of its intention to so renew at least six months prior to the expiration date of this Lease, and provided further that such term shall be subject to such conditions as the TOWN may then deem necessary or appropriate.

15. DAMAGE BY FIRE OR OTHERWISE:

If the clubhouse is destroyed or damaged by fire or other cause to the extent which in the opinion of the Board of Selectmen renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance and the CORPORATION's ability and willingness to repair or reconstruct and after consultation with the CORPORATION, then and in such case, this Lease shall terminate only insofar as it relates to the clubhouse and the CORPORATION shall surrender possession of the clubhouse to the TOWN.

However, the TOWN shall take into consideration the fire insurance policy maintained by the CORPORATION and shall consult with the CORPORATION in determining the prudence or practicality of repairing or reconstructing the clubhouse, it being the mutual intent of the parties to provide a clubhouse for the CORPORATION

at the site for the duration of this Lease, having due regard to all the provisions of this Lease, and proceeds of any policy shall be applied in the first instance to the repair or replacement of such clubhouse.

If it is determined by the Board of Selectmen that the clubhouse should be repaired or reconstructed and the proceeds of the policy are not adequate to repair or replace a structure in accordance with the requirements of the Board of Selectmen, then the CORPORATION shall be obligated to contribute such additional sum as may be required to repair or reconstruct the structure in conformity with such requirement.

If the Boat Docking Facility or the Ferris Dock and its ramps are damaged by fire or other cause to the extent which is beyond the financial ability of the CORPORATION to repair or rebuild, and which, in the opinion of the Selectmen renders the repair and reconstruction thereof imprudent or impractical, this Lease shall terminate only insofar as it relates to such Boat Docking Facility, Ferris Dock and its ramps, and the CORPORATION shall surrender possession of the facility to the TOWN. In such event, however, this Lease shall remain in full force and effect as to the remainder of the Premises.

The CORPORATION agrees that prior to surrender of possession under this section, the CORPORATION shall, at no expense to the TOWN, remove from the Premises all ruins and debris resulting from such damage by fire or other cause.

Allocation between the parties of any insurance proceeds paid or payable to the TOWN and the CORPORATION in the event of any such damage by fire or other cause shall be decided by the Representative Town Meeting, which shall take into

account in making its determination improvements made by the CORPORATION at its cost.

16. NOTICE:

Any written notice required to be sent under the provisions of this Lease shall be sent postage prepaid, certified mail to the respective parties at the following addresses:

(a) To the TOWN: First Selectman, Town Hall, 101 Field Point Road, Greenwich, CT 06836-2540; (b) To the CORPORATION: Mianus River Boat and Yacht Club, Inc., 98 Strickland Road, Ferris Dock, Cos Cob, CT 06807.

17. RECORDS:

The CORPORATION, during the term of this Lease, agrees to keep and maintain true and accurate records of all receipts and disbursements of the CORPORATION in operating the Premises. Such records shall reflect receipts and disbursements in connection with the operation of the Premises. Such records shall be open to inspection and verification by any authorized agent or employee of the TOWN during the business hours of any work day of the CORPORATION, by appointment made no less than forty-eight (48) hours in advance.

The CORPORATION further agrees to submit to the First Selectman annual financial reports of its operations, including income statement and balance sheet, for each year, and within 120 days of each such date, and further agrees that its financial operations shall be open to inspection for inclusion in any annual post-audit of the TOWN.

The CORPORATION, during the term of this Lease, shall maintain a current list of its membership, including the names, addresses and telephone numbers of its members. The CORPORATION, during the term of this Lease, shall keep and maintain true and accurate records of all equipment, fixtures, and structures which are located upon the leased Premises as of the date of execution of this Lease, and shall maintain true and accurate records of all equipment, fixtures, and structures which shall have been installed, replaced or located within the leased Premises subsequent to the execution of this Lease.

18. CERTIFICATION OF COMPLIANCE

The CORPORATION shall certify full compliance with the Lease annually, in writing to the Director of Parks and Recreation, TOWN Treasurer and the Board of Selectmen.

19. QUIET ENJOYMENT

The CORPORATION shall peaceably and quietly have, hold and enjoy the leased Premises for the terms aforesaid, subject to the performance of the covenants of this Lease in all respects on the part of the CORPORATION.

20. ENTIRE AGREEMENT

This Lease is entire and complete and embodies all understandings and agreements between the parties. No representation, warranty, agreement or undertaking of any kind or nature has been made to either party to induce the making of this Lease, except as is expressly set forth herein. The parties acknowledge that there is no other agreement, oral or written, existing between them. No oral statement or prior written matter outside of this lease shall have any force or effect.

21. MODIFICATIONS

No modification or waiver of any of the terms of this Lease shall be valid unless in writing and duly executed by the parties hereto with the same formality as this Lease.

22. HEADINGS:

The Paragraph headings of this Lease are for purposes of reference and are not intended to limit in any way the provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused to be set hereunto their respective names and seals this _____ day of _____ 2013

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF GREENWICH

By: _____
Peter J. Tesei
Its First Selectman

MIANUS RIVER BOAT AND YACHT
CLUB, INC.

By: _____
William Ingraham
Commodore

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by PETER J. TESEI , First Selectman of the TOWN OF GREENWICH, as the duly authorized act of the TOWN.

Notary Public
Commissioner of the Superior Court

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

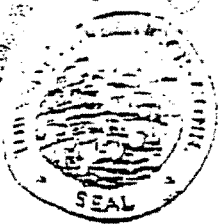
The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by WILLIAM INGRAHAM , Commodore of the MIANUS RIVER BOAT AND YACHT CLUB, INC. as his free act and deed and the duly authorized free act and deed of the CORPORATION.

Notary Public
Commissioner of the Superior Court

Lease 10-11-02

Exhibit A

Exhibit B



TOWN OF GREENWICH

Planning and Zoning Commission

James G. Sandy
Town Planner

February 3, 1988

Mr. Frank Keegan
Director of Parks and Recreation
Town Hall
Greenwich, Connecticut 06836

RE: MUNICIPAL IMPROVEMENT AND COASTAL SITE PLAN #316-C
MIANUS RIVER BOAT & YACHT CLUB

Dear Mr. Keegan:

The Planning and Zoning Commission, at its January 12, 1988 regular meeting, adopted a resolution approving your request for Municipal Improvement and Coastal Site Plan #316-C for the construction of docks and improvements to Ferris Dock, made on behalf of the Mianus River Boat and Yacht Club, subject to the following modifications:

In its consideration of the proposal, the Commission recognized the availability of nearby public parking for use by boaters, who are occupying Town-owned slips and moorings, on weekends and other times when the commuter lots are not at peak use. The Commission accepted such parking in order to assure affordable boating opportunity for Town residents.

Said modifications are:

1. That Ferris Dock, its ramps, and floating dock be available at all times for use and access to the public.
2. That in the event present renters of outwater moorings are displaced by the construction of the new slips, they shall be assigned substitute outwater mooring or docking space in Cos Cob Harbor without losing access for a season, unless they indicate an intent to make other arrangements. Mooring users who are assigned a slip due to displacement shall not be required to pay rental fees greater than the fee paid for the mooring. At such time as a mooring is made available and the displaced boater decides to retain the slip rather than move to a mooring, then the appropriate slip fee may be applied.
3. That any rearrangement of moorings maximize to the greatest extent possible the number of outwater moorings.
4. That prior to commencement of dredging, confirmation be made by

the Director of Parks and Recreation to the Planning Staff assessing the adequacy of use of the new staging dock along the launch ramp during low water conditions.

5. That use of the site shall not impair access to either Ferris Dock or the adjacent launch ramp. Prohibitions against parking shall be posted or otherwise indicated by way of striped "Parking" areas in order to assure unimpeded access.
6. Before new slips are assigned at the Mianus River Boat and Yacht Club, the Director of Parks and Recreation shall certify that Club members receiving a slip have relinquished any previous held Town slip or mooring.
7. The lease between the Town and Mianus River Boat and Yacht Club shall provide for certification by the Club that those Club members who submitted notification of intent to relinquish Town mooring or slip permits and move to a Club slip (some 32 members have actually relinquished said Town permits, thereby freeing Town boating slots for public use and benefit.
8. Prior to submission of the lease to the Board of Selectmen and R.T.M., the Director of Parks and Recreation shall submit the lease to the Planning Staff for review and determination that modifications with respect to the staging dock, new slips and Ferris Dock are in conformity with the approval granted the Municipal Improvement and Coastal Site Plan.
9. Design plans for the Gazebo on Ferris Dock shall be approved by the Architectural Review Committee and the Department of Public Works.

Sincerely,



James G. Sandy
Town Planner/Zoning Coordinator

JGS/gss

cc: John Margenot
Joe Benoit
Joe Siciliano

Exhibit C



→ Joe S. ~~5~~

TOWN OF GREENWICH

RECEIVED

MAY 18 2001

Planning and Zoning Commission

Diane W. Fox
Town Planner/Zoning Enforcement Coordinator

MEMORANDUM

TO: Lolly Prince, First Selectman
Board of Selectman

FROM: Diane W. Fox, Town Planner/Zoning Enforcement Coordinator *Diane W. Fox*

DATE: May 15, 2001

RE: LEASE RENEWAL FOR MIANUS RIVER BOAT AND YACHT CLUB
MI #316.1 Site Plan #2188; between the Town of Greenwich (Department of Parks and Recreation) and the Mianus River Boat and Yacht Club for a 10 year lease of existing yacht club building, adjoining Ferris dock and its ramps and the boat docking facility on the westerly side of the Mianus River for \$1.00 per year on property located at 98 Strickland Road in the R-6 zone.

At a regular meeting of the Planning and Zoning Commission held on May 8, 2001 and upon a motion made by Mr. LeBien, to approve the Municipal Improvement and Site Plan for the Mianus River Boat Club, and seconded by Mr. Maitland, the following resolution was unanimously adopted: (Voting on this item: Messrs. LeBien and Maitland, and Mesdames Stone, Siefert and Colombo).

WHEREAS, the Commission held a public meeting and took testimony on this lease renewal as required by law for Municipal Improvements; and

WHEREAS, the Commission finds that the MI request is for lease renewal between the Town of Greenwich (Department of Parks and Recreation) and the Mianus River Boat and Yacht Club for a 10 year lease of existing yacht club building, adjoining Ferris dock and its ramps and the boat docking facility on the westerly side of the Mianus River for \$1.00 per year on property located at 98 Strickland Road in the R-6 zone; and

WHEREAS, the Commission in 1984 approved MI #263 and Coastal Site Plan #275 for the use of a portable classroom on the town's property for the Mianus River Boat and Yacht Club along with the use of 25 of the seventy parking spaces in the Strickland Road parking lot adjoining; further, in 1987 the Club received approval in MI #316-C for

improvements to the marina for dredging and construction of 55 slips and the RTM approved the Club's 10 year lease in 1989; and

WHEREAS, the Commission finds that this lease renewal for 10 years is substantially the same as the previous 10 year lease, with one minor addition to include an adjoining shed for storage purposes - which the Department of Parks and Recreation has agreed to include in the lease, and has been reviewed by the Law Department and approved by the Board of Selectmen; further, there are no outstanding issues or violations; and

THEREFORE BE IT RESOLVED, that the application for Municipal Improvement MI #316.1 and final coastal site plan FSP #2188-C for the Mianus River Boat and Yacht Club (leasee) for renewal of a lease agreement between the Town of Greenwich and the Club for 10 year use of the existing yacht club building, adjoining Ferris dock and its ramps and the boat docking facility on the westerly side of the Mianus River for \$1.00 per year on property located at 98 Strickland Road in the R-6 zone is hereby approved as a Municipal Improvement and approved as a Final Coastal Site Plan with modifications.

The modifications for the coastal site plan is as follows and should be addressed by the Department of Parks and Recreation :

The Conservation Director has recommended in a memo dated May 4, 2001 that a Water Quality Management Plan be developed to provide the best management practices to be used at the site to protect Long Island Sound and to conform to all existing and future federal, state and local regulations. BMP's at boat clubs and marinas include items such as providing safe places to recycle oil and requiring dust collectors on electric sanders. The Boat Club and Department of Parks and Recreation would be responsible for developing and implementing such a plan.



CERTIFICATE OF LIABILITY INSURANCE

MIANU-3 OP ID: KR

DATE (MM/DD/YYYY)

02/09/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Griffith E. Harris Insurance Services LLC 137 Post Road, PO Box 500 Cos Cob, CT 06807 Kathryn Ruscoe	203-869-9200 203-661-8837	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Co. INSURER B: New Hampshire Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
--	------------------------------	--

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		02-LX-003496058-7	12/20/11	12/20/12	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	☐ CLAIMS-MADE ☐ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ MOLL/P&I		DMO-341-98-64	12/20/11	12/20/12	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB	☒ OCCUR				EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	UL 494-06-21	12/20/11	12/20/12	AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A
	Y/N					E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						Building 244,158
						Deductibl 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
TOWN OF GREENWICH DEPT. OF PARKS & RECREATION 101 FIELD POINT ROAD GREENWICH, CT 06830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kathryn Ruscoe

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DIANE W. FOX, AICP
DIRECTOR PLANNING AND
ZONING/ZONING
ENFORCEMENT
COORDINATOR/TOWN PLANNER



KATIE BLANKLEY, AICP, Deputy Director
Planning and Zoning/Assistant Town Planner

PATRICK LAROW, AICP, Senior Planner

CINDY TYMINSKI, AICP, Planner II

MAREK KOZIKOWSKI, AICP, Planner I

MARISA ANASTASIO, Applications Coordinator

PLANNING AND ZONING - LAND USE DEPARTMENT

CERTIFIED MAIL

MEMO TO: Board of Selectmen

FROM: Diane Fox, Director Planning and Zoning

DATE: Dec. 13, 2012

Re: **Mianus River Boat and Yacht Club, Inc.;** application PLPZ 2012 00591 for a recommendation to the First Selectmen regarding renewal of lease agreement between Town of Greenwich and Mianus River Boat and Yacht Club (approved under MI #316.1) for 10-year use of existing yacht club building, adjoining Ferris dock and its ramps, and the boat docking facility on the westerly side of the Mianus River on property located at 98 Strickland Road in the R-6 zone.

At a Regular meeting of the Planning and Zoning Commission held on December 11, 2012 and upon a motion made by Maitland and seconded by Brooks, the following resolution was unanimously adopted; (Voting in favor of this item(5-0) : Messrs Heller, Marchese, Maitland and Brooks and Mrs. Alban)

WHEREAS the Commission held a public meeting on and took all testimony required by law on this request and

WHEREAS the Board of Selectmen has requested the Planning and Zoning Commission review the renewal of the lease agreement between Town of Greenwich and Mianus River Boat and Yacht Club (approved under MI #316.1) for 10-year use of existing yacht club building, adjoining Ferris dock and its ramps, and the boat docking facility on the westerly side of the Mianus River on property located at 98 Strickland Road in the R-6 zone and

WHEREAS in 1984 the Commission approved MI #263 and Coastal Site Plan #275 for the use of a portable classroom on the town's property for the Mianus River Boat and Yacht Club along with the use of 25 of the seventy parking spaces in the Strickland Road parking lot adjoining; then in 1987 the Commission approved MI # 316-C for improvements for the marina dredging and construction of between 46-55 slips and in 2001 the Commission approved MI #316.1 for Lease renewal for 10 years which will expire in March 2013and

WHEREAS the Board of Selectmen has requested that the Commission make comments and suggestions for any changes for the new lease which will be taken up for final approval of wording and conditions of the new lease by the Board of Selectmen at their meeting on December 20, 2012 and then filed with the Town Clerk for the RTM January 2013 Call and,

WHEREAS the Commission finds that there are limited head pump services in the Greenwich area and this service is critical to preclude boats from dumping into Long Island Sound thereby adversely affecting water quality; therefore the existing pump out service should be continued for at least the length of the new lease and be free of charge to boaters; further there is a limit of 55 slips for Club use given that there are only 25 parking spaces allocated for the Mianus Boat and Yacht Club use on the adjoining Town parking lot

THEREFORE BE IT RESOLVED that the application PLPZ 2012 00591 from the Board of Selectmen , authorized agent, for the Town of Greenwich record owner and the Mianus River Boat and Yacht Club, Inc., leasee for a 10 year renewal of lease agreement from 2013 to 2023 between Town of Greenwich and Mianus River Boat and Yacht Club (approved under MI #316.1) for use of existing yacht club building, adjoining Ferris dock and its ramps, and the boat docking facility on the westerly side of the Mianus River on Town property located at **98 Strickland Road** in the R-6 zone is hereby recommended for renewal of the 10 year lease agreement with some additives to the language of the lease.

The following are recommendations from the Commission to be included in the new lease:

- 1- There be a limit of 55 slips with dock space at the Mianus River Boat and Yacht Club
- 2- The head pump-out service now existing be continued for the 10 year lease renewal duration and be free to all boats.

The Commission also noted that the Conservation Director was reviewing this lease renewal and there may be comments on the need for water quality measures to be included in this lease from the Conservation Director.

The contents of this letter have been reviewed by members of the Commission and reflect the decision the Commission made at its meeting on December 11, 2012.

If you have any questions please call our office.

Very truly yours,

Diane W. Fox
Director Planning and Zoning/Zoning
Enforcement Coordinator/Town Planner

c.c. Michael Rosen

MIANUS RIVER BOAT & YACHT CLUB

98 STRICKLAND ROAD, COS COB, CONNECTICUT 06807
203-869-4689

The Mianus Boat and Yacht Club was organized in 1983 by a group of Greenwich boating enthusiasts united by a common desire to promote maximizing affordable recreational use of our waterfront. The club expressed interest in a small tract of land adjacent to the Town Dock in Cos Cob known as the "Ferris Dock" and in 1984; Planning and Zoning approved a site plan to allow the club to construct a clubhouse at that location. A modular building was purchased and erected by the club members on this tract which is now our leased area.

In 1988 the club received approvals from the State of CT, DEP, Army Corps of Engineers and the Town of Greenwich to make improvements to the Ferris Dock, construct docks in the harbor and dredge where the docks were to go. A 46 slip marina was constructed and was installed entirely by club members and connects to the Ferris Dock which is a Municipal Dock and remains open to the public. This work was funded by club members through the issuance of bonds to each person who received a boat slip. The bonds are now a revolving fund; a person leaving is reimbursed and a bond is required by the next person on the list.

The MRBYC membership is open to all Town of Greenwich residents and averages 260 to 280 families per year which is approximately 1000 town residents. Dues are (\$ 100.00) yearly. We are known as a "sweat equity" club as we pride ourselves on the ability of our members to perform 95% of the work required to maintain our clubhouse and marina. Our operating expenses are funded by membership dues and Marina fees.

The Club House: Every member has a key to the clubhouse and is encouraged to make use of the facility. The building is used 12 months a year as a gathering place for all ages. It is a meeting place for our boaters, kayakers, seniors, youngsters, community groups, safe boating classes and so on. We hold a number of official social events such as a Clambake, July Party and Holiday Parties for young and old. Our annual Fishing Contest is by far our largest event. It is truly a fun and exciting family day with an attendance over 300. Every child 12 or under receives a fishing pole.

The Marina: The Marina has 46 boat slips which are assigned by our Fleet Captain from a waiting list administered by the Town of Greenwich. For the last 25 years, the club has maintained a pump out facility on the dock which is open to any boater on Long Island Sound. We reserve funding for dredging and do so every 10 years. Our most recent dredge accrued last winter and included at no cost to the town an area in front of the towns launching ramp and Ferris Dock. That work was valued at \$ 7,000.00. We also constructed and supplied to the town the holding docks that are used adjacent to the municipal launching ramp.

Our facility, which we built and by agreement turned over to the Town of Greenwich, is a marina, a building and small shed and the land that is under them. The parking lot behind our clubhouse is a town public parking lot, we provide the light fixtures and electricity to light this lot. We take great pride in providing needed recreational water and social assets to our community and are proud of our achievements. We have always been grateful to the town since our first lease in 1985, which at the time was considered to be a model public/private venture, and look forward to continuing this great relationship.

Attached please see our Mission Statement.

MISSION STATEMENT

MIANUS RIVER BOAT & YACHT CLUB

THE MIANUS RIVER BOAT & YACHT CLUB IS A VOLUNTEER BASED NON-PROFIT ORGANIZATION FOUNDED IN 1983. THE MISSION OF THE CLUB IS TO ESTABLISH A RECREATIONAL FACILITY FOR RESIDENTS OF THE TOWN OF GREENWICH WHO SHARE AN APPRECIATION FOR BOATING, FISHING, AND THE WATERFRONT ENVIRONMENT. THIS FACILITY PROVIDES A PLACE FOR THE GATHERING AND FELLOWSHIP OF MEMBERS AND FOR THE CLEAN AND SAFE DOCKAGE AND STORAGE OF BOATS OF ALL SIZES INCLUDING KAYAKS.

IN FURTHERANCE OF THIS MISSION, THE CLUB HAS BEEN ORGANIZED WITH THE FOLLOWING SPECIFIC PURPOSES:

- 1. TO ENCOURAGE, FOSTER AND PROMOTE THE SCIENCE AND SPORT OF BOATING, YACHTING, SEAMANSHIP AND NAVIGATION.**
- 2. TO INAUGURATE AND PROMOTE PROPER DEVELOPMENT OF BOATING AND MARINA FACILITIES IN THE TOWN OF GREENWICH.**
- 3. TO PROMOTE THE SPORT OF FISHING IN CONFORMANCE WITH PROPER CONSERVATION AND PROTECTION OF MARINE LIFE.**
- 4. TO PRESERVE THE ECOLOGICAL BALANCE AND CONTROL POLLUTION OF AIR, LAND AND WATER BY ACTION OF THE CLUB IN COMBATING POLLUTION.**
- 5. TO JOIN WITH OTHER ORGANIZATIONS AND INDIVIDUALS TO ACHIEVE THE PURPOSES AND OBJECTIVES OF THE CLUB.**
- 6. TO PROVIDE FOR THE RECREATION OF THE MEMBERS OF THE CLUB.**
- 7. TO DO ALL THINGS PROPER TO ADVANCE THE INTERESTS AND WELFARE OF THE CLUB AND ITS MEMBERS.**

THE CLUB IS OPEN TO ALL MEMBERS OF THE TOWN OF GREENWICH WITHOUT DISCRIMINATION. THE CLUB ACTIVELY ENCOURAGES ALL RESIDENTS OF THE TOWN WHO SHARE THE CLUB'S MISSION TO JOIN THE CLUB AND TO PARTICIPATE IN THE ACTIVITIES AND IN THE MANAGEMENT OF THE CLUB.

THE DAY-TO-DAY MANAGEMENT OF THE CLUB IS HANDLED BY A DULY ELECTED BOARD OF GOVERNORS, BUT ULTIMATE CONTROL AND MANAGEMENT OF THE CLUB IS VESTED IN ITS MEMBERS.

MRBYC Proposed Budget 2013

REVENUES	2013	2012
Dues (275 @ \$100)	27500	26500 (265 x \$100)
Initiation Fees (10 @ \$300)	3000	3000 (10 x \$300)
Marina Dock Fees (1400 LF @ \$26)	36400	33600 (1400 LF @ \$24)
Transient Fees	4000	4000
Slipholder Electric Reimb	4500	6000 (80% of actual)
Winter Storage (348 LF @ \$14)	4872	1750 125 LF @ \$14
Sales Tax @ 6.35% (excludes Winter)	2565	2388 (\$37600 @ 6.35%)
Club Rentals (15 @ \$200)	3000	3000 (15 @ \$200)
Ice Sales	2400	2400 (1450 @ \$1.50)
Misc Club drawings, soda, etc.	3000	3000
Ships Store	600	600
Interest Inc (\$250,000 @ .75%)	1875	1875 \$250,000 @ .75%
Fishing Tournament	2500	2500 (see social functions)
Other Social Functions	18000	18000
Total Revenues	114212	108613

MRBYC Proposed Budget 2013

EXPENSES

2013

2012

MARINA

Electric	5500	7000
Insurance	8500	8500
Repairs & Maintenance	3000	3000
A - Dock lock Gate	3500	
New Pumpout (\$18000 x 25%)	4500	
Sales Tax	2565	2388

Total Marina

27565

20888

BUILDING

Cable TV & Internet	1500	1500
Refuse	1700	1700
Telephone	500	500
Electric	3500	5000
Gas	2000	2000
Propane & Soda	400	400
Water	50	50
Insurance	4500	4000
Cleaning (\$70/wk plus \$960)	4540	4540
Interstate Fire Service	700	900
Misc Repairs	3000	3000
Awning Install & Repairs	400	400
Building Improvements (roof, hvac, deck repairs)	see below	500
Step Lights, Folding Tables, Deck Furn		2000
Awning & Flag Pole		5285
Public Announcement amplifier	750	0
Kitchen Improvements		
TOTAL BUILDING	23540	31775

MRBYC Proposed Budget 2013

EXPENSES

	2013	2012
Operations		
Bank Fees	50	50
35th Anniv Tent Expense '12 & '13	2000	2000
Comm Day, Food, Bev, Misc	3000	3000
Child Christmas Party	800	800
Gen'l meetings, Food & Bev, etc	2600	2600
Yacht Club of Amer dues	500	500
Stock Ships Store	600	600
Postage & Printing	300	300
Flags & Burgee's	500	500
Badges, Hats, etc	300	300
Trophies & Plaques	200	200
Bookkeeping supplies	300	300
Card Keys	200	200
Paper goods, Custodial Supplies	2500	2500
Mooring Maintenance	800	800
Pers Prop tax	600	600
Fishing Tournament	0	0 (see social functions)
TOTAL Operations	15250	15250
Tidewatcher	2000	2000
Dredging Reserve	10000	10000
Storm Reserve	2000	2000
Dock Reserve (1400 @ \$7)	9800	7000
Building Reserve (PLUG) (roof, hvac, deck)	6057	1700
Social Functions	18000	18000
Total Expenses	114212	108613

MRBYC Proposed Budget 2013

Marina Budget

	2013	2012
Income		
Dock Fees (1400 LF @ \$26)	36400	33600
Transient Fees	4000	4000
Winter Storage (348 LF @ \$14)	4872	1750
Slipholder Electric Rimb	4000	6000
Sales Tax (6.35%)	2565	2388
Total Income	51837	47738
Expenses		
Electric	-5500	-7000
Insurance	-8500	-8500
Repairs & Maintenance	-3000	-3000
Dredging Reserve	-10000	-10000
Storm Reserve	-2000	-2000
Dock Reserve	-9800	-7000
A - Dock lock Gate	-3500	
New Pumpout (\$18000 x 25%)	-4500	
Sales Tax (6.35%)	-2565	-2388
Total Expenses	-49365	-39888
Excess Revenues (+)	2472 **	7850 **
Excess Expenses (-)		
** excess revenues could be used to increase Reserve accounts or subsidize club budget		
Projected Reserve Balances @ 12.31.2013		
Reserve for Dredging	56857 +10000	46857 +10000
Reserve for Dock	21339 +9800	11539 +7000
Reserve for Building	11402 +6057	5345 +1700
Reserve for Storms	4000 +2000	2000 +2000
Reserve for 35 th Anniv Tent	4000 + 2000	2000 + 2000
Total MRBYC Reserves	97598	67741

Town of Greenwich

Assessor's Office

September 26, 2013

To Whom It May Concern:

On December 18, 2012 an estimate of the potential income that might be generated from or by the Mianus River Boat & Yacht Club property was provided by the Assessor's office. That estimate was based on the value of applicable land areas from a portion of parcel 08-4530/s and all of 08-4542/s, the depreciated value of all improvements, the present value of the reversion at the end of a 10 year lease period, and other various assumptions relevant to estimating the income that would be necessary to support that reversionary value

We have re-examined that analysis under the assumption that the only land area to be considered is that which is delineated in the lease surrounding and under the primary building utilized by the Club and an appurtenant shed. Based on a geometric tool in GIS, this area contains roughly 4,400 s.f. of land. Also adjusted are the improvements associated with the specific operation of the Club which would only include the building, Ferris dock/canopy, ramps, slips and shed only. Therefore, the revised estimated income that might be generated, following the same rationale is as follows:

Land value of 4,400 s.f. leased area	\$ 421,000
Depreciated Value of Improvements	<u>\$1,186,900</u>
Adjusted Gross Value of the Club's "Property"	\$1,607,900

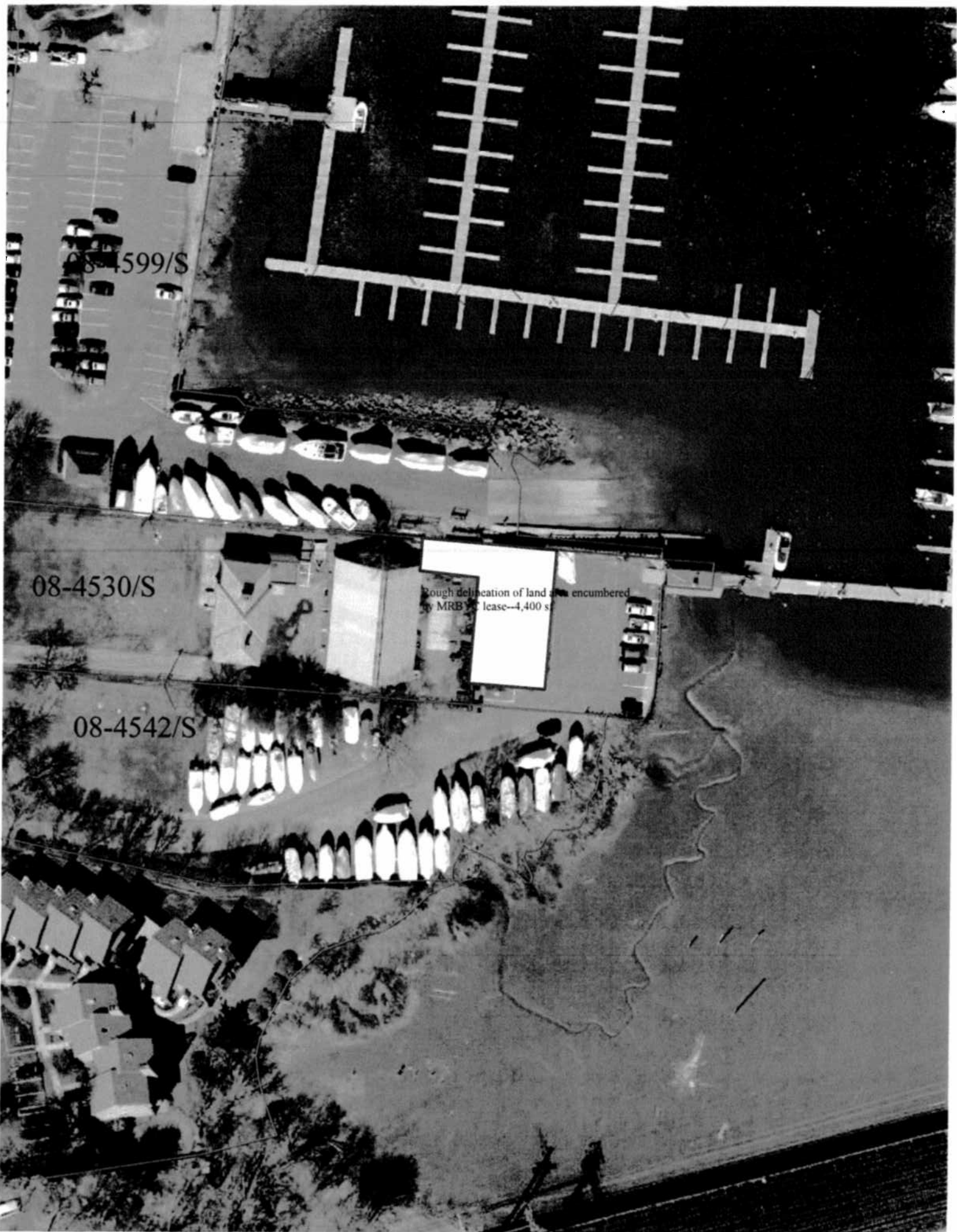
Present value of the reversion (3% appreciation, 10 yr lease period,
5% return compounded):

\$ 968,500

Present value of Club's interest (\$1,607,900 - \$968,500) = \$ 639,400

Annual income required to support Club's interest (5% V&C Loss, 5% Exps.,
6% Cap Rate) is therefore:

\$42,500 or \$3,542.38/mo



08-4599/S

08-4530/S

Rough delineation of land area encumbered
by MRB lease--4,400 sq ft

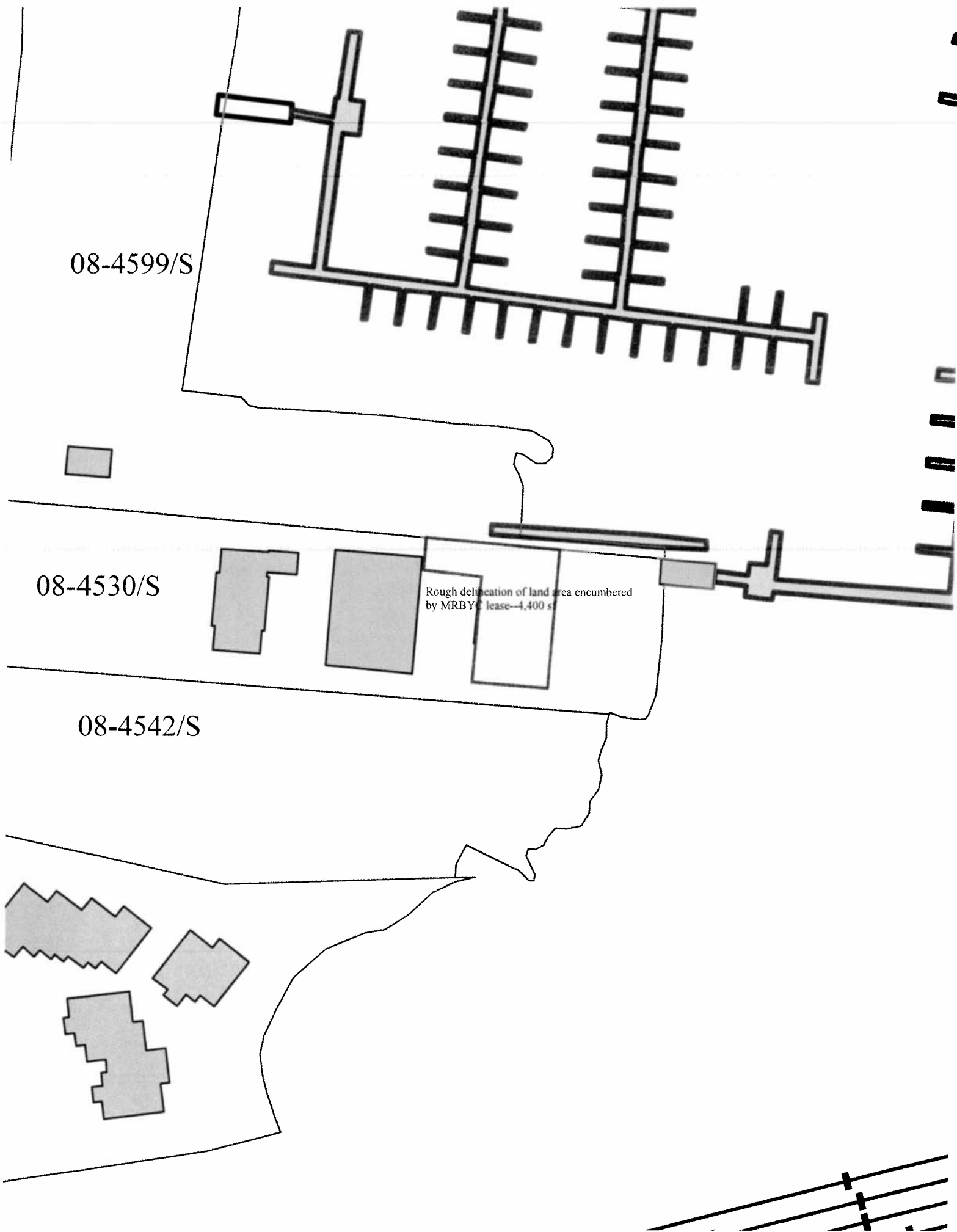
08-4542/S

08-4599/S

08-4530/S

08-4542/S

Rough delineation of land area encumbered
by MRBY lease--4,400 s



Selectmen's Policy on the Leasing of Town Land

The Town of Greenwich has been and will likely continue to receive requests for the leasing of Town land for commercial and philanthropic purposes. Since it is appropriate that the public be aware of the basis that the members of the Board will utilize for such decisions it is important that the Board discuss and vote on the policy that they will follow for the approval or disapproval of such requests.

All such requests for the leasing of Town land shall discuss in detail the public benefit that is expected to accrue from the use of the proposed property. If the lease is to be commercial based, the economic benefit to the Town shall be reviewed in relationship to the market place. Secondly, other benefits such as the improvement to Town land or buildings or the maintenance of Town facilities, at no cost to the Town shall be identified.

Public/Private partnerships, in which the Town is unable to provide certain services but is desirous to do so, will be sought and encouraged. In such cases the Town will solicit outside groups or agencies to provide services that are viewed as important components of the Greenwich community. Leases to such groups will follow the same process and public review period as other proposed leases.

Leases that are proposed that are based upon the public good shall identify the benefits that are expected to occur as a result of their use of public property. Services that are viewed as beneficial to the community but are not provided through the Town should be itemized and whenever possible quantified.

Leases that are proposed to the members of the Board of Selectmen shall be evaluated by the members of the Board individually based upon their best judgment **on a case by case basis**. If the proposed lease is approved and has completed all of the review steps it will be submitted to the Representative Town Meeting (RTM) for their concurrence or disapproval.

All such requests for the leasing of Town land shall follow the process that is listed on page 2 of this memorandum. Periodically the Board of Selectmen will review this policy and process statement and will make such changes as they deem in the public good.

Process to be Followed for the Lease of Town Land

(Town Land that is not Park Land or has a deed, conservation or other form of restrictive easement or covenant that limits the Town's ability to lease the property)

First Selectman's Office	Request received for the lease of Town property.
Referred to Law Department	Law Department staff and personnel from the First Selectman's Office review the request to determine what legal and/or business issues are involved. A decision is made whether the property should be the subject of a formal or informal RFP process to see if there are any other interested parties in the property. If the lease is to be based upon an arm's length business transaction the terms of the agreement are negotiated. If the lease is to be based upon the provision of public services to the community the benefits must be identified and quantified.
First Selectman may refer	Other Departments, Commissions or other bodies may be asked for their recommendations or advice depending upon the circumstances of the request.

After the request has been vetted and the terms of any lease are drafted

Board of Selectmen	The Board of Selectmen will discuss the proposal during a minimum of two meetings to permit public comment. If the Board supports the request they will vote for Municipal Improvement status and submit the application to P & Z.
P & Z Commission	P & Z will consider the proposed use in relationship to the POCD and the zoning of the property. As a part of the MI process, a site plan application is required to be submitted to P & Z for the proposed use and associated site development. P & Z may wish to bring forth other issues that may have a bearing on the proposed sale or lease. Environmental factors may require the application to be reviewed by Conservation, IWWCA, and DPW's Traffic or Engineering Division, etc. A public meeting will be held by P & Z to gather additional public comment. If P & Z approves MI status they may also submit any comments or recommendations on the application to the Board of Selectmen.
Board of Selectmen	The Board of Selectmen schedules a vote to refer the matter to the RTM for their consideration. If approved, the draft lease agreement and assorted backup will be sent to the RTM for their action.