

LEASE

between

**TOWN OF GREENWICH
and
GREENWICH ARTS COUNCIL, INC.**

This Lease, made this _____ day of _____, 2014, 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 GREENWICH ARTS COUNCIL, INC., hereinafter referred to as the "COUNCIL", a non-profit corporation organized and existing under the laws of the State of Connecticut and described in Section 501(c)(3) of the Internal Revenue code of 1986, as amended, acting herein by, its President, hereunto duly authorized.

RECITALS

A. The TOWN and the COUNCIL are parties to an agreement dated October 21, 1980 (the "Original Agreement") with respect to the establishment of the Greenwich Arts Center (the "Center") in part of the Old Town Hall located at 299 Greenwich Avenue, Greenwich, CT 06830 (the "Building").

B. Pursuant to the Original Agreement, a subsequent Lease dated November 17, 2000, and pursuant to the mutual agreement of

the parties, the TOWN has been leasing to the COUNCIL space on the second and third floors of the Building in consideration of the COUNCIL operating the Center in furtherance of the arts for the community.

C. The Lease dated November 17, 2000 expired in November, 2010 and the COUNCIL has been holding over as a month to month tenant in accordance with the terms of the Lease dated November 17, 2010. D. The COUNCIL now wishes to enter into a Renewal Lease with the TOWN in accordance with the terms and conditions contained herein.

W I T N E S S E T H:

1. PREMISES

In consideration of the covenants on the part of the COUNCIL in this Lease, the TOWN hereby leases to the COUNCIL the following premises (the "Premises"):

The second (2nd) and third (3rd) floors of the Building, as shown on the floor plans attached hereto as Exhibit A and made a part hereof, together with all appurtenant rights thereto and the non-exclusive right to use the common areas of the Building upon the terms and conditions set forth herein. (Exhibit A).

2. TERM

The term of this Renewal Lease shall be for a period of ten years from _____ 2014 to _____ 2024.

3. RENT

The COUNCIL shall pay the TOWN rent of One Dollar (\$1.00) per year, the entire amount of Ten Dollars (\$10.00) to be paid upon the execution of this Lease.

4. USE OF PREMISES

The COUNCIL and its members shall have the right to use the Premises for general community purposes primarily in support of the arts. The Commission on Aging of the TOWN and the COUNCIL shall encourage broad community use of the Center consistent with reasonable artistic quality. The COUNCIL shall consult with the Commission on Aging of the TOWN concerning such matters as: (i) establishing policies, terms and conditions for use of the Center; (ii) evaluating requests for, and allocating rental space in the Center; and (iii) evaluating and selecting proposed uses of the Center (including, without limitation, shows and special events). The hours of operation for the Center shall be as follows: Monday through Saturday from 9:00 a.m. to 10:30 p.m.; Sundays, as needed, from 9:00 a.m. until 5:00 p.m. (unless there is a scheduled program, when the Center will remain open until the program is over.) Use of the Center shall be subject to the following conditions:

- (i) The Meeting Room on the second (2nd) floor of the building, as shown on Exhibit A, shall be available

throughout the Term at reasonable times for general community purposes.

(ii) Use of the Premises shall be non-discriminatory as to race, color, national origin, or sex.

The COUNCIL agrees that fees for the use of the Premises each year shall be set by the COUNCIL with the prior approval of the Director of the Senior Center of the TOWN and the Board of Selectmen. The responsibility for the collection of said fees shall be solely that of the COUNCIL which shall apply the same procedure for their collection for all users of facilities.

The COUNCIL 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.

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

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

5. CONDITION OF PREMISES

It is expressly agreed between the TOWN and the COUNCIL that the COUNCIL 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 THE PREMISES

The COUNCIL at its sole cost and expense shall maintain the interior, non-structural portions of the Premises in good repair and shall surrender the Premises 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 COUNCIL agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease.

Notwithstanding anything to the contrary herein, the TOWN, at its sole cost and expense shall be responsible for all maintenance and perform all repairs and replacements to the Building not specifically imposed upon the COUNCIL. Without limiting the foregoing, the TOWN shall maintain all structural elements of the Building, including all mechanical, electrical and plumbing

equipment, systems, devices, controls and appurtenances, in good operating condition and replace same as may be necessary from time to time. The TOWN shall comply with all applicable law affecting the Building or relating to the performance of its obligations hereunder.

7. UTILITIES; CUSTODIAL SERVICES

The TOWN shall provide all necessary utilities to the Premises, including without limitation, water, sewer, electricity, and telephone service. The TOWN shall bill the COUNCIL for the COUNCIL's proportionate share of such services on an as-billed basis; the COUNCIL shall pay such bills within 30 days of receipt.

The COUNCIL shall be responsible for providing and paying for all necessary custodial services within the Premises.

8. INSURANCE AND PROPERTY LOSS

A. The COUNCIL shall procure and maintain at its own expense, at all times during the term of this Renewal Lease, insurance of the types and amounts specified below insuring and protecting the COUNCIL 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 COUNCIL or its officers, agents, employees, members, licensees and invitees. All policies shall name the TOWN as an additional named 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 COUNCIL and insuring the COUNCIL's own personal property. The TOWN will not carry insurance on the COUNCIL's property or improvements to the Premises by the COUNCIL.

(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 COUNCIL'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 COUNCIL 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) Insurance for the benefit of the TOWN against damage to the Premises by fire and other casualty, including coverage for vandalism and malicious mischief, with extended coverage endorsement, the amount of such policy to be reasonably sufficient and not less than the replacement cost of the Premises. The TOWN shall be a named insured in such policy as loss payee as its interests may appear.

(4) Workers compensation insurance for all of the COUNCIL'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 One Million (\$1,000,000) Dollars policy limit for disease. The policy shall be endorsed to waive subrogation against the TOWN.

(5) 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), (3) and (4) of this Paragraph 8A. Such umbrella insurance will be no more restrictive than the terms provided in subparagraphs (2), (3)

and (4) of this Paragraph 8A, and will not contain a cross liability, employers liability, or similar exclusion. The policy must be endorsed to recognize aggregate limits for coverages set forth in Subparagraphs (2), (3) and (4) of this Paragraph 8A.

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

The COUNCIL shall furnish three (3) certificates to the TOWN of each insurance policy or policies on an Acord form upon the commencement of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy. The Council, through its insurance representative, shall also submit a signed endorsement letter, attached hereto as Exhibit B. 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 receive at least 60 days' written notice of termination, non-renewal, or any material alteration of each insurance policy 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 COUNCIL 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 COUNCIL 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, nor shall the COUNCIL 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. Pursuant to Section 10 of this Renewal Lease, the COUNCIL shall also require its sub-tenants, if any, to procure and maintain the following types of insurance:

(1) 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 sub-

tenants 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 name the TOWN and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against the TOWN.

(2) Umbrella liability, on an occurrence basis, in the amount of One Million (\$1,000,000.00) Dollars each occurrence, One Million (\$1,000,000.00) Dollars aggregate supplementing the coverage as set forth in Subparagraph (1) of this Paragraph 8B. Such umbrella insurance will be no more restrictive than the terms provided in subparagraph (1) of this Paragraph 8B and will not contain a cross liability, employers liability, or similar exclusion. The policy must be endorsed to recognize aggregate limits for coverage set forth in Subparagraph (1) of this Paragraph 8B.

The COUNCIL shall furnish a certificate of insurance to the TOWN from each of its sub-tenants of each insurance policy or policies on an Acord form upon the commencement of this Lease and

thereafter within thirty (30) days prior to the expiration of each such policy. The COUNCIL, shall also submit a signed endorsement letter, attached hereto as Exhibit B, from each of its sub-tenants. 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 receive at least 60 days' written notice of termination, non-renewal, or any material alteration of each insurance policy 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.

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

(i) any damage to or loss of property of the COUNCIL, the COUNCIL'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 COUNCIL'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 COUNCIL's behalf, shall be promptly repaired by the COUNCIL to the reasonable satisfaction of the TOWN and at the COUNCIL's sole cost and expense.

9. INDEMNIFICATION

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

The COUNCIL 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 COUNCIL or any of its officers, agents, employees, tenants, lessees, licensees or invitees.

10. SUBLETTING AND ASSIGNMENT

The COUNCIL shall be allowed to sublet the demised Premises, or any portion thereof, subject to approval by the TOWN of the proposed sub-lessees and rental terms. The TOWN shall have the right to audit the COUNCIL's accounts as to income generated by such subletting. Furthermore, as a condition of the TOWN allowing the COUNCIL to sublet any portion of the demised Premises, the COUNCIL shall require all sub-tenants to provide proof of insurance in the amounts and in the form established by the TOWN, as more particularly described in Section 8B of this Renewal Lease. Such proof of insurance and any renewals thereof shall also be submitted by the COUNCIL to the Town on an annual basis. The COUNCIL shall require that the TOWN is named as an additional insured on all insurance coverage provided by each sub-tenant.

The above shall not be construed as permitting the assignment of this Renewal Lease.

If the Premises shall be deserted or vacated, the First Selectman may declare the Renewal Lease in default, and this Renewal 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 the Senior Center 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 conditions of the Premises. As soon as practicable under such emergency conditions, the Director of the Senior Center of the TOWN or his designee shall notify the Executive Director or President of the Board of Directors of the COUNCIL of the need to make emergency repairs. If the TOWN is unable to reach the Executive Director or President or if emergency conditions require a more immediate response, the COUNCIL hereby agrees that the TOWN may direct any repairperson or company to make any immediate repairs in the Premises at the sole cost and expense of the party responsible for the repairs. The COUNCIL will deliver to a designated representative of the Police Department information sufficient to provide emergency access to the Premises.

For purposes of this paragraph the word "Premises" shall

include the sanitary sewer lines, storm lines, septic system and other systems.

12. TERMINATION

The TOWN may terminate this Renewal Lease prior to the expiration of the Term, as provided in this paragraph.

A. The Town's Right to Terminate

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

1. Upon 120-days written notice

(a) The First Selectman of the TOWN, with the prior approval of the Representative Town Meeting, shall have the right to terminate this Renewal Lease at any time by giving the COUNCIL one hundred twenty (120) days advance written notice in advance.

(b) The COUNCIL shall have the right to terminate this Renewal Lease at any time by giving one hundred twenty (120) days advance written notice.

2. Upon Default by the COUNCIL

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

(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 COUNCIL and is not discharged within thirty (30) days or otherwise provided for to the TOWN's reasonable satisfaction within such time; or

(d) if the COUNCIL fails to comply with any provision of this Renewal 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 Renewal Lease and the term thereof may terminate and expire at the option of the TOWN and the COUNCIL shall quit and surrender the Premises as provided herein.

In the event of a default under Subparagraph 13A.2(d), if the TOWN shall serve upon the COUNCIL a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter the COUNCIL 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 COUNCIL shall not have 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 Renewal Lease and the term thereof shall at the TOWN's option and upon notice to the COUNCIL terminate and expire, and the COUNCIL

shall quit and surrender the Premises to the TOWN, but the COUNCIL shall remain liable to the TOWN as hereafter provided.

In the event of a default by the COUNCIL under this Lease Renewal, 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 Renewal Lease of any particular right or remedy shall not preclude the TOWN from any other remedy available at law or in equity. The COUNCIL acknowledges that this Renewal 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 COUNCIL 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 COUNCIL in connection with the enforcement by the TOWN of any of its rights or remedies under this Lease Renewal. The COUNCIL expressly waives notice to quit possession or occupancy of the Premises upon termination of this Renewal 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 COUNCIL by

summary process or otherwise and remove the COUNCIL's effects and hold the Premises as if this Renewal Lease had not been made, and the COUNCIL 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

If this Renewal Lease is terminated prior to the full Term, neither party shall thereafter have by obligations whatsoever to the other, except as provided in this Renewal Lease, and except that the COUNCIL shall be obliged to pay for any obligations or liabilities under this Renewal 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 this Renewal Lease, the TOWN may require the COUNCIL at its sole cost and expense to return the Premises 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.

D. TOWN's Performance Upon Default by the COUNCIL

If the COUNCIL defaults under this Renewal Lease, the TOWN may at its option but without obligation to do so immediately, or at any time thereafter, and without notice, remedy the same at the sole cost and expense of the COUNCIL 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 COUNCIL to the TOWN upon the rendition of any bill or statement to the COUNCIL 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 COUNCIL.

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 Renewal 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 Renewal 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 signed 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 Renewal Lease, and the delivery of keys to any such agent or employee shall not operate as a termination of this Renewal Lease or a surrender of the Premises.

13. HOLDING OVER

In the event that the COUNCIL shall remain in the leased Premises after the expiration of the Renewal Lease Term without having executed a new written lease with the TOWN, such holding over shall not constitute a renewal or extension of this Renewal Lease, except, however, the COUNCIL shall be obligated to comply with all the terms and conditions of this Renewal Lease during such period of holding over. The TOWN may at its option elect to treat the COUNCIL as one which has not removed at the end of its term and thereupon be entitled to all the remedies against the COUNCIL 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 Renewal Lease, except as to duration thereof, and in that event the COUNCIL shall pay the rent as well as the utility and maintenance costs provided herein as effective during the last

period of the Lease Term.

14. **LEASE RENEWAL**

The COUNCIL shall have the right, privilege and option to renew this Lease for an 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 Premises are destroyed or damaged by fire or other cause to the extent which in the opinion of the First Selectman of the TOWN renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance and after consultation with the COUNCIL, then and in such case the term hereby created shall, at the option of the First Selectman, cease and become null and void, and the COUNCIL shall immediately surrender the Premises and all the COUNCIL's interest therein to the TOWN and the TOWN may re-enter and repossess the Premises thus discharged from this Lease Renewal.

If it is determined by the First Selectman of the TOWN that the Premises should be repaired or reconstructed and the proceeds of the policy are not adequate to repair or replace the structure

in accordance with the requirements of the Board of Selectmen, then the COUNCIL shall be obligated to contribute such additional sum as may be required to repair or reconstruct the structure in conformity with such requirements.

Allocation between the parties of any insurance proceeds paid or payable to the TOWN and the COUNCIL 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 COUNCIL at its cost.

16. QUIET ENJOYMENT

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

17. NOTICE

Any written notice required to be sent under the provisions of this Renewal Lease shall be sent by 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 COUNCIL: Executive Director or President, Greenwich Arts Council, Inc., 299 Greenwich Avenue, Greenwich CT

06830.

18. **ENTIRE AGREEMENT**

This Renewal 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 Renewal Lease shall have any force or effect.

19. **MODIFICATIONS**

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

20. **HEADINGS**

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this ____ day of _____, 2014.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: _____
Peter J. Tesei
First Selectman

GREENWICH ARTS COUNCIL, INC.

By: _____
President

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

On this _____ day of _____ 2014, personally appeared Peter J. Tesei, First Selectman of the TOWN OF GREENWICH, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said TOWN OF GREENWICH, before me.

Notary Public
My Commission Expires:

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

On this _____ day of _____ 2014, personally appeared, President of Greenwich Arts Council, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, and the free act and deed of Greenwich Arts Council, Inc., before me.

Notary Public
My Commission Expires:

HAVERSON ARCHITECTURE AND DESIGN PC

289 GREENWICH AVENUE
GREENWICH, CONN 06830
203.629.8300 • FAX 629.8399

PROJECT NAME
NUMBER

Greenwich Arts Council
HAD #9805

SITE ADDRESS
GREENWICH AVENUE
GREENWICH
CT 06830
CLIENT / ADDRESS
GREENWICH AVENUE
GREENWICH
CT 06830

ISSUE DATE / SCALE

REVISIONS
6.20.00

NOTES

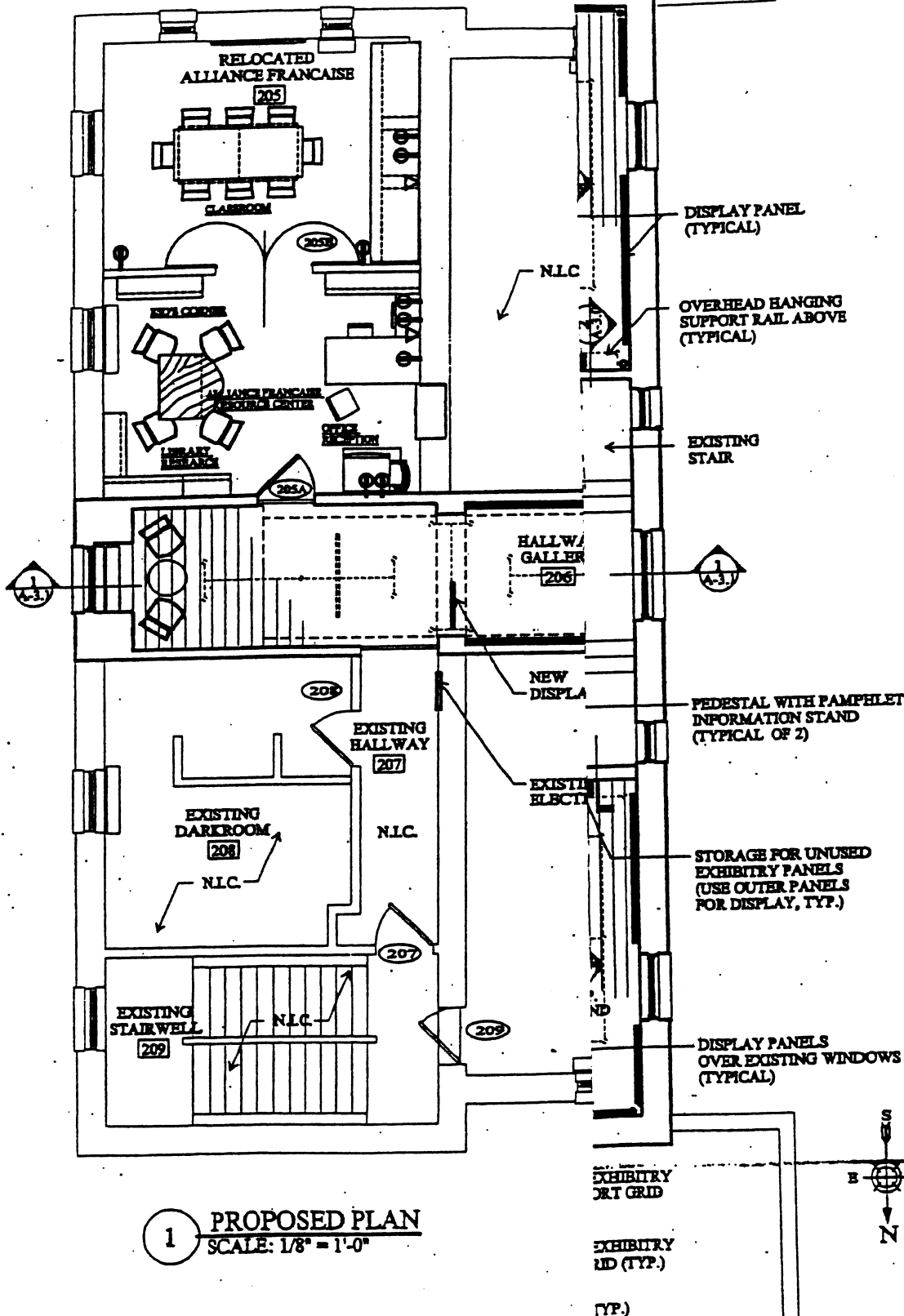
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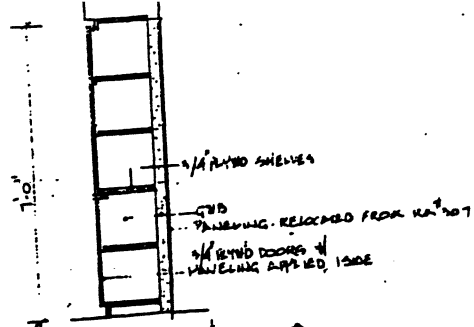
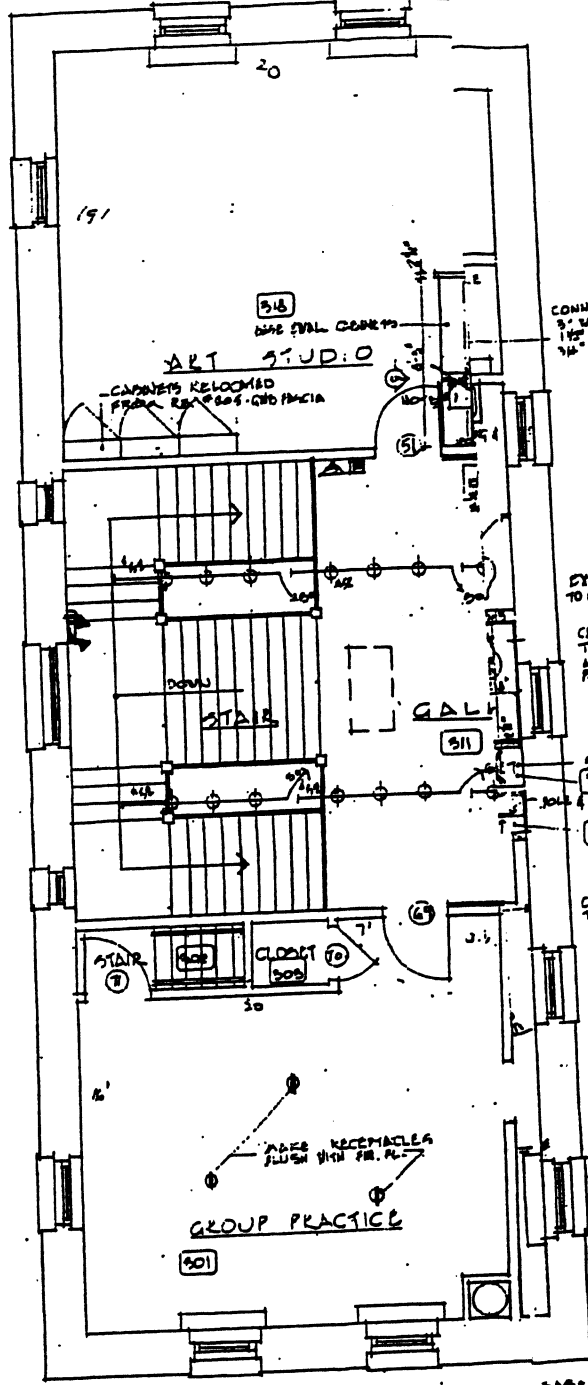
TITLE
/ DRAWING NUMBER

FLOOR PLAN

A-2.0



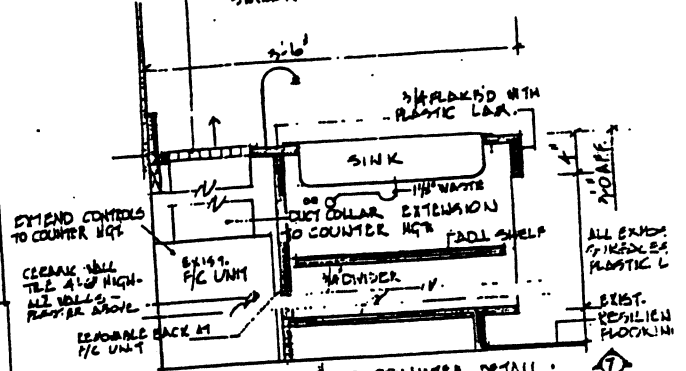
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OF RA-310 (FROM KITCHEN ON GROUND FLO)
2. RA-310 - BASE BID INCLUDES SINK WITH P



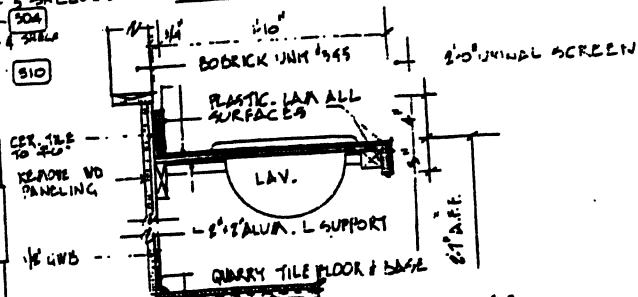
CABINET RA-307
1/2" x 10"

CONNECT NEW SINK W/
3" RTWD
1/2" VENT
1/2" H. & C.V.

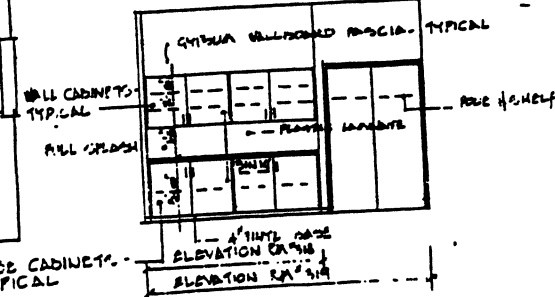
NEW DISCHARGE GRILLE - 14" x 4" (FIELD REQUIRE)
SIMILAR TO ANEMOSTAT TYPE AL-1



DARKWOOD RA-309 - COUNTER DETAIL

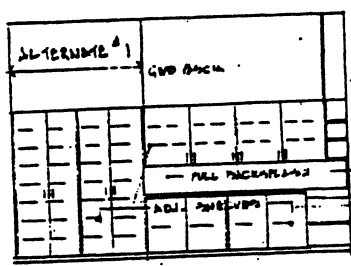


RA-300 - DETAIL

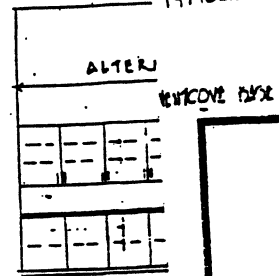


BASE CABINETS -
TYPICAL

ALTERNATE #1



ELEVATION RA-310



ELEVATION

3rd Floor Plan

ROBERT FELSON AIA ARCHITECT
22 BROADWAY AVENUE • NEW YORK • N.Y. 10013

Center for the Arts
OLD TOWN HALL, GREENWICH, CT.

2

“While understanding and acknowledging the incredible economic impact of the nonprofit arts and culture, we must always remember their fundamental value. They foster beauty, creativity, originality, and vitality. The arts inspire us, sooth us, provoke us, involve us and connect us. But they also create jobs and contribute to the economy.”
Robert L. Lynch, President and CEO, *Americans for the Arts*

OVERVIEW OF THE GREENWICH ARTS COUNCIL (GAC) PROGRAMS AND OPERATIONS

Background:

The Greenwich Arts Council was incorporated as a 501©(3) non-profit membership organization in 1973. It was formed as a direct outcome of the 1971 Development Action Plan of Greenwich in conjunction with a Selectmen’s Coordinating Committee which had identified the need to develop greater encouragement of, and access to, the arts in the Town. Initially located in rent free space provided by the Greenwich Library for an administrative office and small gallery, at the Town’s request GAC moved in 1980 to occupy the second and third floors of the Old Town Hall Building on Greenwich Avenue in order to create an Arts Center for its programs and those of other arts organizations. This arrangement was formally established through a ten year lease granted by the Town for payment of \$1 per year, originally under the auspices of the Department of Parks and Recreation. This first lease was renewed for an additional ten year term in 1990, and again in 2000, in furtherance of the GAC’s mission to encourage artists and build audiences for the arts in Greenwich.

Such leasing arrangements to support the arts as a distinct quality of life gain, an educational enhancement for schools and the public alike, as well as to economically benefit a community became increasingly common in the 1970’s and 80’s. Other communities including Darien, Westport and Fairfield, for example, provide rent free municipal facilities for arts centers and arts councils, recognizing their tangible contributions to the quality of life in their communities.

GAC Organizes and Presents Arts Programs:

Through its programs presented both on-site at the Arts Center and off-site at other locations, the GAC directly impacts a great many Greenwich residents each year. Primary programs include:

Bendheim Gallery

The gallery at GAC presents eight major exhibitions each year, as well as a number of smaller exhibits, showing the work of both established and emerging artists many of whom are Greenwich residents.

-gallery exhibitions are a focus for programming with school students, seniors and a broad range of Greenwich service organizations.

- each Opening Reception typically brings between 200-300 visitors.
- the gallery is open free to the public, seven days each week; many hundreds visit the various shows, with additional attendance from those coming for classes, programs and other events at the Arts Center.

Art to the Avenue

GAC's signature program has been organized annually for 16 years during the month of May. Enrolling Greenwich stores, financial institutions, restaurants and non-profit organizations to display works by area artists at their sites, downtown Greenwich is transformed into a strolling gallery for the month. Opening festivities feature receptions and street performers all provided free to the public by GAC.

- in 2013 140 retailers in Greenwich participated along with 150 artists.
- approximately \$80,000 of art is sold during the event directly benefiting the artists.
- thousands of visitors are attracted by the program to the downtown throughout May, generating substantial foot traffic and additional business for retailers.

Youth@Art

This innovative program provides art outreach education to students at Greenwich public schools, particularly New Lebanon, Hamilton Avenue, Julian Curtiss, Eastern Middle School and special needs students at the Greenwich High School. It enhances existing curricula and brings students into direct experience of contemporary art and artists. A major component of the program is the training of selected students as Docents to lead their classmates through exhibitions at the Bendheim Gallery creating a peer-to-peer educational dynamic. All costs of the program, including the busing of students to exhibitions and workshop art materials, are funded by GAC.

- some 60 students each year are specifically trained as Docents, not only increasing their art knowledge but also developing their public presentation skills.
- 800+ students are brought to gallery exhibits for tours and hands-on art workshops with artists and art educators.
- exhibits of student painting, drawing, sculpture, photography and other art media are also periodically mounted in schools and at GAC to validate their accomplishment to their families and the public.

Art Saturdays

Each month on the first Saturday a special free workshop is organized for young people in grades 3-5 specifically designed to enhance their exposure to the visual arts by both looking and doing.

- 20-25 young people participate in each monthly workshop.
- both art educators and working artists lead the program and work directly with students who create their own visual art works in a great range of media, everything from painting and drawing on through photography and multi-media, in a great range of individual styles.

Curiosity Concerts

Inaugurated in 2013 Curiosity Concerts is a program of eight classical music concerts especially designed for young people. The purpose is to familiarize this audience with

professionally performed classical music which will enhance their desire to maintain a life-long engagement with classical music.

- concerts are free, being supported by special GAC fundraising.

- the eight concerts take place both at GAC as well as other Greenwich venues, both large and small, attracting many hundreds of young people with their parents and extended families.

Kids Cabaret

An annual program of theatrical “cabaret-style” performances for young people organized in collaboration with the Downtown Cabaret Theatre Company based in Bridgeport.

- professional actors perform plays specifically written for young audiences in fully costumed and staged productions.

- capacity audiences of young people are actively engaged in the performance, interacting with the players on stage.

Community Celebrations

In collaboration with the Town Department of Parks and Recreation GAC organizes two events at Greenwich Point. The Kite Flying Festival is held each April; the Sand Blast! Sand Sculpture Festival occurs each July. GAC also presents a Snow Sculpture Contest. All these events are geared to family audiences in Greenwich, recognize and encourage creativity, and are free to the public.

- kite flying typically attracts more than 400 participants.

- Sand Blast! is a much anticipated Greenwich tradition with crowds filling the Greenwich Point Beach to capacity creating their sculptures; merit ribbons and donated gift certificates are given to all participants.

- the Snow Sculpture Contest encourages creativity with working in snow.

Awards

Creative Achievement Awards are presented annually to recognize artistically outstanding students attending Greenwich High School and the independent high schools in Greenwich. Other recognition awards are periodically made to artists and patrons of the arts in Greenwich.

- the student awards are made at a special GAC reception at which each recipient performs for a capacity audience in the Meeting Room space; awards are a helpful enhancement for these students’ college applications.

- past special artistic awards have been presented to ballet dancer Cynthia Gregory, musician Rob Mathes and philanthropist Joan Warburg, among many others.

Performing Arts

Musical events are regularly organized, notably the Summer Music Festival featuring the internationally acclaimed Greenwich Music Festival and the Greenwich Chamber Music Players, among others, as well as the new series of “Musical Pairing” Concerts held periodically during the year. These performances again are all free to the public. Theatrical performances are presented in collaboration with *Play With Your Food*, a non-profit organization working with professional equity actors. Dance classes are held six days each week in the professional Dance Studio, which is the residency home of the Greenwich Ballet Academy as well as other dance groups.

- Music Festival events are routinely played to capacity audiences of 500 each year.
- the 10 *Play With Your Food* productions presented at GAC each year are sold out reaching another 900 attendees.
- dance classes attract more than 300 students annually, both new and returning.
- Musical Pairing concerts which juxtapose examples of visual art to selected musical works are regularly played to capacity audiences at the Arts Center.

Programs for Seniors

Seniors are an important program focus for GAC. Gallery talks especially geared to this audience are given for each exhibition to groups from the Greenwich Senior Center, Greenwich Adult Family Day Care and the Family Center's Friendly Connections program which reaches home bound members of the Greenwich senior community.

- these programs reach more than 500 seniors each year and all are provided free.

Literature and Lectures

GAC was the catalyst for inaugurating the town-wide *Greenwich Reads Together* program now centered at the Greenwich Library. Writing workshops led by distinguished authors are organized and the *Literary Lights* program has brought nationally prominent authors to Greenwich to discuss their most recent publications. In addition, lectures are presented throughout the year on a great variety of cultural topics.

- all lectures presented in conjunction with GAC exhibitions are free.
- about 8 lecture/programs, such as the recent "Proust and Music", are organized each year by GAC or other cultural organizations, most of which are offered free to the public, attracting another 700 patrons.

Collaboration, Resource, Leadership

GAC serves as a resource for information for all Greenwich residents about artists, arts and cultural events in the Town and the region and routinely responds to inquiries. It initiates and organizes program collaborations among Greenwich arts and cultural organizations, as well as provides leadership in facilitating communication among them.

- GAC website carries links to many other organizations in Greenwich and the region.
- twice annually GAC convenes the Greenwich Cultural Leaders Meeting which brings together the leaders of both large and small organizations to discuss issues of common concern to the cultural community, facilitate collaboration, present and future challenges.
- recent GAC collaborations have included, for example, a joint project of the Garden Education Center, the Greenwich Tree Conservancy and GAC.

Art Tours And Excursions

GAC regularly organizes trips to museums, art galleries and private collections for both members and the general public. The goal of these trips is to educate individuals about the visual arts, especially in this region. Overseas travel excursions are also organized to encourage awareness of diverse cultures and art forms.

- trip destinations include Havana, Cuba, Lima, Peru and the Venice Biennale.
- art tours are regularly scheduled to NYC Galleries, Brant Foundation Art Study Center, Barnes Foundation Museum and other sites throughout the region attracting hundreds of participants.

GAC OPERATES THE GREENWICH ARTS CENTER:

An important part of accomplishing GAC's mission is to support other arts and cultural organizations, which in turn make valuable contributions to the quality of life and economic vitality of the Town. From the time of its first moving to the old Town Hall Building in 1980 GAC was conceived as an "umbrella" organization with a responsibility to create an Arts Center to provide administrative and performance space to other arts organizations in Greenwich. To this end spaces were renovated and leased at rates well below market value to these organizations, which now are six in number and are described below. Rents are paid to the Council in order to subsidize the direct costs of occupancy and to reimburse the Town for some of the operating costs of the building. Per lease agreement GAC pays for:

- 35% of the total utilities expense for the total old Town Hall building.
- all janitorial and regular maintenance services for the second and third floors of the building.
- liability insurance coverage for all usage of Arts Center spaces.
- administration and management of Arts Center and sub-lease contracts.
- repairs and upgrades of the facilities.
- security personnel to keep the building open weekday evenings and weekends.

In addition, GAC is responsible for all renovation expense in the building to outfit spaces to its program needs and those of its renters. Over the years these renovations have included the construction of professional dance and art studios, offices, meeting and performance rooms, and modern galleries for the exhibition of the visual arts. Funds for these capital expenditures have been raised exclusively from private sources, no Town monies were used, and in aggregate they total approximately \$900,000. All these renovations were gifted permanently to the Town of Greenwich as part of the lease agreement.

GAC leases space to the following arts and cultural organizations:

Alliance Francaise of Greenwich offers classes in French language, art and culture for children, teens and adults as well as a regular schedule of lectures and conferences. Its annual *Focus on French Cinema* program draws thousands of viewers and is one of the major French film festivals in the region.

Connecticut School of Music provides music education opportunities for young people through both individual and ensemble instruction from a faculty of prominent professional musicians. In 2010 it formed the Greenwich Children's Orchestra which has performed at Lincoln Center and other venues. The School also maintains an extensive "library" of musical instruments for inexpensive rental in order to facilitate access to music training for all students.

Friendship Ambassadors is a cultural organization originally founded by the Wallace Foundation with a mission to foster international cross-cultural exchange and understanding through the sponsorship of programs particularly in art and music. In addition to lectures, conferences, international trips and musical performances Ambassadors organizes an annual Youth Assembly at the United Nations and was instrumental in establishing the Town of Greenwich sister city project with Vienne, France.

Greenwich Art Society maintains an exhibition gallery, large teaching studio and administrative office at the Arts Center. Founded in 1912, the prestigious Society offers a full schedule of professional art instruction for adults and children in three semesters each year, workshops for both advanced and beginning artists, twelve exhibitions of student and faculty art work and a major juried show in the Bendheim Gallery.

Greenwich Choral Society operates an administrative office at the Arts Center from which it organizes five concerts annually, as well as educational programs for local schools, and awards music scholarships to nurture future singers. The Society's 120 auditioned singers are joined at each concert by professional musicians and world-renowned soloists.

Greenwich Symphony Orchestra manages an administrative office from which it organizes its ten concert annual season of full orchestra and internationally prominent soloists, the eight concert season of the Greenwich Chamber Players, and the *GSO Young People's Concerts* for students in grades two through seven of all public and independent schools in Greenwich. The GSO also presents pre-concert lectures, music awards to gifted high school seniors and special music programs in the Greenwich schools.

By providing, maintaining and managing space for all these organizations, which represent a broad spectrum of some of the most vital arts activity in the Town, GAC adds substantial value to its own arts programming and makes a significant contribution to their operational support. The importance of providing a "home" for these other organizations cannot be overly emphasized.

Finances:

The financial goal of GAC is simply to operate with a balanced budget thus enabling GAC to continue to fulfill its mission. Lease fees are maintained as low as possible, covering only the direct costs of occupancy as listed above and do not make a profit for GAC. Quite the reverse, GAC funds subsidize the operation of the building. Rental income is used toward the repair and maintenance required to sustain the functionality of the leased space. Each of these renting arts organizations and their constituents wholly support a continuation of the current leasing arrangements between the Town and GAC. Without affordable space they would simply not be able to function. Moreover, the Greenwich Arts Council is the **only** arts organization in Town which exists to support **all** the arts by increasing audiences, encouraging artists and arts awareness, as well as making an invaluable contribution to the quality of life in Greenwich.

BASIC AGREEMENT INFORMATION			
1	Greenwich Arts Council	Premises	2nd and 3rd floors of Old Town Hall
2	Greenwich Arts Council	Address	299 Greenwich Avenue
3	Greenwich Arts Council	Tenant	Greenwich Arts Council, Inc. , a CT nonprofit corporation
4	Greenwich Arts Council	Landlord	Town
5	Greenwich Arts Council	Town Contact / Responsible Department	Notices to First Selectman
AGREEMENT TERM			
6	Greenwich Arts Council	Date of Agreement	April 2014 to April 2024
7	Greenwich Arts Council	Amendment Dates	Notice of renewal given at some point - new lease under negotaiton
8	Greenwich Arts Council	Agreement Commencement Date	October 21, 1980
9	Greenwich Arts Council	Rent Commencement Date	\$10.00 (rent for entire term) paid at signing

10	Greenwich Arts Council	Agreement Expiration Date	November 17, 2010	2
RENT AND ADDITIONAL CHARGES				
11	Greenwich Arts Council	Rent	\$1.00 per year	3
12	Greenwich Arts Council	Additional Rent	No	N/A
13	Greenwich Arts Council	Utilities	Tenant pays proportionate share	6
14	Greenwich Arts Council	Real Estate Taxes/Payment in Lieu of Taxes	No	N/A
15	Greenwich Arts Council	Operating Expenses	see above - billed proportionate share. Tenant responsible for interior, nonstructural maintenance and repairs; Town for structural maintenance and repairs, including all mechanical, electrical, plumbing, systems, controls, etc.	7, 6
16	Greenwich Arts Council	Other Charges	No	N/A
17	Greenwich Arts Council	Permitted Use	"general community purposes primarily in support of the arts"	4
18	Greenwich Arts Council	Use Restrictions	Yes - must consult with Commission on Aging on policies, rental space allocation, other uses. No strolling theatrical companies. Meeting room on 2nd floor must be available at reasonable times for general community purposes. Fees for use by others must be approved by Director of Senior Center and the Board of Selectmen;	3

19	Greenwich Arts Council	Security Deposit	No		N/A
TENANT AND LANDLORD OPTIONS					
20	Greenwich Arts Council	Termination Provisions	Yes		16
21	Greenwich Arts Council	Landlord's Right to Terminate (other than casualty, condemnation or default)	1) on 120 days written notice; 2) Default (no insurance, abandonment, liens, breach of provisions of lease)		13
22	Greenwich Arts Council	Tenant's Right to Terminate (other than casualty or condemnation)	1) On 120 days written notice		13
23	Greenwich Arts Council	Agreement Renewal Rights	Yes; for one additional 10 year term. Terms - must give 6 months notice, subject to such conditions as the Town may then deem necessary or appropriate		22
24	Greenwich Arts Council	Sublease Assignment	Subletting permitted subject to the provision of insurance naming the Town, Town has the right to audit the Council's accounts as to income generated by such subletting.		14
MISCELLANEOUS AND ADDITIONAL INFORMATION					
25	Greenwich Arts Council	Insurance	All risk commercial property ins in amount nlt current replacement cost of premises + improvements/alts etc.; Commercial general liability ins BI/PD (\$1 million) "personal and advertising liability injury" (\$1 million) - \$2 million general aggregate; workers comp (\$1 Million); Umbrella \$1 million per occurrence -- NB Town can increase limits		6
26	Greenwich Arts Council	Landlord Services	All repairs of structure, mechanical electrical plumbing, etc.; all utilities (billed in proportionate share) The Council shall be responsible for providing and paying for all necessary custodial services within the premises.		6
27	Greenwich Arts Council	Ownership of Improvements	Permitted at Tenant cost, Town owns, approval required, but no unreasonable denial or delay.		

28	Greenwich Arts Council	Casualty	No	
29	Greenwich Arts Council	Miscellaneous		

We the People



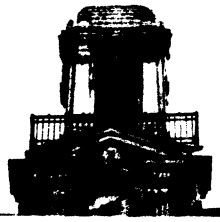
summary of the annual report
july '74 - june '75
GREENWICH



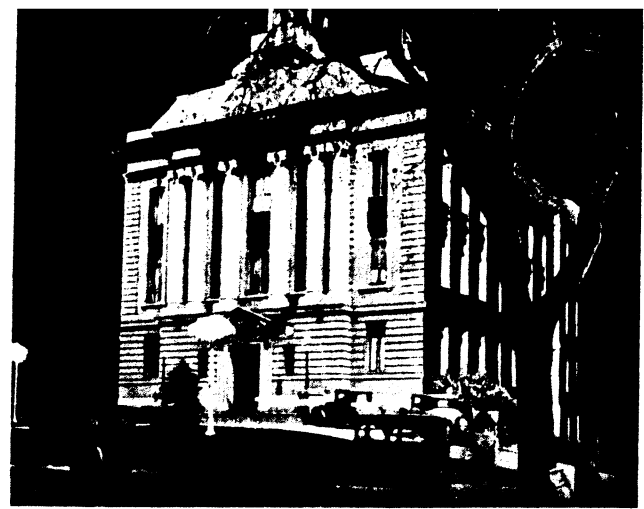
Robert M. Bruce, whose birthdate was July 4, died in 1907 at the age of 86 "in New York City where he had been for the winter in order to be near his physician. The news reached Greenwich very shortly after Mr. Bruce expired and the flags on the Town building and at the schools were immediately lowered to half-mast." He had given Greenwich the Town Hall, a great part of the Greenwich General Hospital (now Nathaniel Witherell) plus many poor were aided, often anonymously, by the quiet old man who had lived in the stone mansion on the hill overlooking both village and harbor."

Interestingly, all his philanthropies were given jointly in the name of his unmarried sister Sarah and himself, or just he, but no record has been found of donations with his wife Julia, who died nine months before he did at age 87. Robert Bruce took dangerously ill on his birthday, just five weeks later, at the Greenwich mansion, never to recover.

The Bruce's had been residents here since before the Civil War. He played a key role in Belle Haven, the town's first property development and was a director of the Greenwich Savings Bank for 38 years. A lover of nature, geology and history, he left the town the Bruce Museum and \$50,000 to start it and make necessary renovations.



Left: Robert Bruce, c. 1900. Above and right: Town Hall, c. 1920's. photos: GREENWICH HIST. SOC.



*To the Selectmen of the Town of Greenwich,
Gentlemen:*

We hand you herewith the deed transferring the Town Hall as a gift to the Town of Greenwich.

The plans of the building were prepared by Messrs. Mowbray & Uffinger, architects, of New York; and in its construction. Mr. W. J. Smith, of Greenwich, has fully, and in a most satisfactory manner, carried out our ideas.

We desire that the Borough of Greenwich shall have the use of the auditorium for meetings and elections, as are the use of the tax and police rooms, together with a room for official and committee meetings; all to be free of cost to the Borough except a proportionate and agreed upon part of the cost of light and heat.

We further desire that the use of the auditorium and committee rooms be granted by the Selectmen, in their judgement, for any purpose that will be of benefit to the Town of Greenwich or its people, without charge except for light, heat, and janitor service; such purposes to include meetings of civic societies, lectures, church fairs and entertainments, society entertainments, balls, and the like; all religious denominations and all races to have equal privileges.

The only positive restriction we would ask is that the use of the auditorium by strolling theatrical companies be forbidden.

Sincerely yours,

Robert M. Bruce

Sarah E. Bruce

Greenwich, Conn. Oct. 19, 1905

Miscellaneous Land Records Book 102, page 491

1974-'75 Town Departments

■ GENERAL GOVERNMENT ■ board of selectmen

The **Board of Selectmen**, called "townsmen" in 1665, is a 3-member bi-partisan Board elected to a 2-year term and compensated on a part-time basis. It is legally charged with supervising and administering the Departments of Parks and Recreation, Public Works, Fire, Police, Law and Purchasing; and authorized to nominate members of various boards and commissions who are appointed by the RTM. During 1974-75 the Board appointed 18 new volunteer citizens, reappointed 5.

The First Selectman is responsible for negotiating contracts involving municipal employees, except teachers, and labor-related matters such as the interpretation of the various contracts, grievances and unfair labor practices.

Last Democratic First Selectmen James G. Willson, right; 1906-07. photo: GR. HIST. SOC.



INTEROFFICE MEMORANDUM

TO: JOHN CRARY
FROM: WILLIAM DAY
SUBJECT: LEASE
DATE: 1/31/2014
CC: LAUREN ELLIOTT

The area of the property subject to the proposed lease incorporates the 2nd and 3rd floors of the building (not just the second floor) and according to the property record card represents a total gross area of 12,478 s.f. The quality of the space for office use, as currently improved, is only average, but obviously, it's location really can't be beat. (I did have two or three occasions to inspect this property in the last couple of years.) The proposed lease renewal defines a pure net lease arrangement with the landlord responsible for structural repairs, capital repairs/replacement and insurance (property, not liability) only. According to the lease there also appears to be restrictive hourly use, or required hours of operation, not normally found in an office lease.

Second floor office rents on The Avenue range anywhere from \$35 to \$65 psf, with most trending toward the lower end of this range. Given the current layout and quality of the subject space and the restrictive covenant pertaining to hours of operation, juxtaposed with its superior location characteristics, I would estimate a market rental range of \$40 to \$45psf on a gross basis. The present value of this income stream (at market rents) would be estimated at \$215,000. Applying a 5% v/c loss factor, a 5% expense ratio, and 6.5% cap rate results in an estimated contributory value range for the defined leased area of the property from \$6,930,100 to \$7,796,400.

I don't believe whatever services are provided by the Arts Council on behalf of the Town, or to the Town, can be readily quantified or valued as part of the lease analysis, nor should they be. Those are considerations that others would have to address or determine .

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.