TOWN OF GREENWICH, CT – Representative Town Meeting

ITEM NO:
DEPARTMENT: Office of the First Selectman
CONTACT: John Crary, 203-622-2208 jcrary@greenwichct.org

RESOLVED, that the RTM reaffirms the ten (10) year renewal of the lease of the Contemporary House, 101 Orchard Street, Cos Cob at the Pomerance Property to Abilis, Inc. for a term ending September 30, 2022.

EXPLANATORY COMMENTS

Abilis, Inc. has notified the Town that they have renewed their lease of the Contemporary House at the Pomerance Property located at 101 Orchard Street at Cos Cob for a period of ten (10) years, commencing August 16, 2012. The Board of Selectmen voted 3-0 at their meeting on August 9 to reaffirm their support for the continuation of the lease with Abilis. This lease provides housing for six developmentally disabled adults.

Town Departments have inspected the building and grounds of the leased area and have reported that they are in excellent condition. No Town department has recommended any change in the terms or conditions of the lease and none are proposed. The insurance requirements included within the lease have been reviewed and it is noted that Abilis provides coverage that exceeds the Town requirements. Two changes to the lease are included with the document submitted to the RTM. Abilis has requested that the name on the lease, Greenwich Association for Retarded Children, Inc., be changed to reflect their new name of Abilis, Inc. Secondly, the Chairman of the Finance Committee of the RTM has asked that the term of the renewal be extended from August 16, 2022 to September 30, 2022 to meet the RTM's meeting schedule.

Attached to this document is a copy of the lease and a property history that has been prepared by the Law Department. Also attached is a copy of the original RFP asking for interested parties to submit proposals to lease the property and an abstract of the terms of the lease as prepared by members of the RTM Finance Committee. Abilis has submitted a statement of the public benefit to the Town of this agreement and the Town Assessor's office has prepared a hypothetical valuation of the property at market rates.

The lease renewal is before you at the behest of the RTM's Finance Committee.

The latest Financial Statements (2011) for Alilis, Inc. can be found at the following link: http://www.abilis.us/Images/Financials/FinStmts11.pdf

LAW DEPARTMENT
Town Hall 101 Field Point Road P.O. Box 2540 Greenwich, CT 06830
Tel: (203) 622-7876 Fax: (203) 622-3816

MEMORANDUM

TO: Peter J. Tesei, First Selectman
David N. Theis, Selectman
Drew Marzullo, Selectman

cc: Michael Rosen, Executive Assistant to the First Selectman
John Wayne Fox, Town Attorney

FROM: Valerie Maze Keeney, Assistant Town Attorney

DATE: August 2, 2012

RE: Contemporary House Lease, Pomerance Property
Abilis Inc.

The RTM Finance Committee has placed a resolution concerning the requested renewal of the lease of the Contemporary House to Abilis, inc. on the call for the September 17, 2012 meeting of the RTM.

Relevant to the agenda of the meeting of the Board of Selectmen on August 9, 2012, enclosed please find copies of the following:

- Proposed draft Renewal and Modification Agreement
- Exhibit 1 to said Agreement (the 2002 Lease)
- Explanatory Comments (Law Department)
- The request for renewal of the 2002 Lease
- Letter to Thomas Heagney, attorney for Abilis, Inc. explaining that the proposed draft Renewal and Modification Agreement contains, *inter alia*, a proposed condition requested by the RTM Finance Committee relevant to the renewal lease term to September 30, 2022 and modification of paragraph 15 of the lease.

VMK:pac
Enclosures

EXPLANATORY COMMENTS (LAW DEPARTMENT)

Abilis, Inc., formerly known as to Greenwich Association for Retarded Citizens, Inc., has requested renewal of its lease of the Contemporary House, 1010 Orchard Street, Cos Cob. The Contemporary House is located on the 75-acre Pomerance Property adjoining the Montgomery Pinetum. The Pomerance Property was acquired by the Town of Greenwich in May of 2000. The Pomerance property is dominated by a 10-acre pond and wetland system associated with Strickland Brook. With the exception of lawns surrounding the two estate houses, the Pomerance property is mostly wooded. There is a system of trails, including foot-bridges, which connect to the Pinetum. There were two "estate houses" on the property: The "Contemporary House" is located on the west side of the pond and the "Seton House" on the east side.

In 2001, the Town of Greenwich sought proposals from non-profit organizations interested in leasing the Contemporary house. As reflected in the request for proposal, interested organizations were required to meet certain requirements including, but not limited to, the ability to enter into a long-term lease agreement and the willingness to assume the responsibility to make capital improvements to the House and maintenance of the house in exchange for a nominal lease fee. The Town indicated a preference would be given to organizations that best fit into the passive recreation and educational uses of the park.

Following approval by the Board of Selectman, municipal improvement review and approval, and approval of the Representative Town Meeting in 2002, the Town of Greenwich leased the Contemporary House for ten years subject to renewal to Greenwich Association for Retarded Citizens, Inc. (hereinafter "ARC"). A copy of the lease of the Contemporary House to ARC dated August 16, 2002 (hereinafter "the Lease") appears in the Attachments. The following is a synopsis of key provisions and follow-up information relevant to the requested renewal of the lease for an additional ten-year term.

Lease dated August 16, 2002. The Lease recites in the prefatory material, *inter alia*, (i) the Town's desire to lease the Contemporary House for a public purpose to a non-profit entity willing to assume the capital improvements and maintenance in exchange for a nominal lease fee; and (ii) the Town's desire to lease the Contemporary House to ARC in furtherance of meeting the needs of citizens with special needs in the community.

Limited Use. Use of the Contemporary House is limited, pursuant to Paragraph 4 of the Lease, to the operation of a residential facility or group home for the lodging, care or treatment of persons with special needs up to a maximum licensed capacity limited to six adult residents (whether or not more than six residents is permitted by state law). In addition, the Lessee's residents are entitled to use certain land described in the Lease immediately surrounding the Contemporary House designated in Exhibit A to the Lease; the garage and the parking area adjacent to the Contemporary House; and the driveway from Orchard Street for access to the Contemporary House. See Lease, Paragraph 4.

Limitation or Exclusion of Traditional lease covenants. Subletting or assignment by the Lessee is prohibited. Lease, Paragraph 11. The traditional covenant of "quiet enjoyment" is limited. See Lease, paragraph 17.

Lessee's Obligations for Renovations. The Contemporary House was leased to ARC by the Town in "as is" condition without warranty as to its habitability. ARC expressly assumed the responsibility to undertake all work at its sole cost and expense to render the premises habitable and fit as required by law for the designated use. The Lease was expressly contingent upon the Lessee obtaining the required authorizations and/or licensure from the State of Connecticut, the proper planning and zoning authorizations from the Town of Greenwich for the renovations and improvements at its sole cost and expense. ARC had a specific obligation to renovate the Contemporary House and detached two-car garage. In addition to renovations required to safely operate the home, ARC had the specific obligation, at its sole cost and expense, to install and repair all utility systems, review replacement of all windows and doors for greater fuel efficiency; install and/or modify a fire suppression system, enhanced fire detection, monitoring systems and emergency generator; remove the "sauna" and update the bathrooms; re-set the patio flooring, exterior steps and walkways; replace the roof; maintain tree and the landscape to protect the building exterior; provide kitchen appliances, home furnishings and finishes; and install an electronic entrance gate system to the recreation area which would provide for public access during park hours, and access by Town and the Lessee's personnel at any time, as well as announced access by residents' guests; and additional improvements with prior written approval from the Town. All renovations and maintenance work on the property was required to meet all building codes and state requirements and was subject to approval by the Superintendent of Building Construction and Maintenance for the Town of Greenwich. See Lease, Paragraphs 5-7.

Costs of Maintenance and Utilities born by Lessee. The Lessee has the sole responsibility to maintain the Contemporary House and the land immediately surrounding it designated in the Lease in good repair and safe condition. The Lessee is specifically responsible for snow removal from the access gate to the home, to maintain the planters around the home, provide for the general maintenance of the land permitted to be used at its sole cost and expense. In addition, the Lessee assumed the responsibility for the cost of installing and maintaining an electronic access gate to the Pomerance property subject to Town approval by the Commissioner of Public Works for the Town. See Lease, Paragraph 7.

The Lessee has the sole responsibility for payment and provision of all utilities, including without limitation, water, sewer, electricity, telephone, and/or cable. Lease, Paragraph 8.

Obligations to Maintain Insurance Coverage. The Lessee is required to maintain insurance coverage required by the State of Connecticut for operation of the home and, in addition, at all times, insurance of the types and amounts specified by the Town in Paragraph 9 of the Lease. The Town has the express right to require the Lessee to increase the specified insurance coverages from time to time. There is a specific covenant that the Lessee shall not do or permit any act or thing to be done in or to the premises or to land area depicted in Exhibit A 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 or which might subject the Town to any liability or responsibility to any person for property damage, nor keep anything in the premises except as 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. See Lease, Paragraph 9. (The Lease also addresses the contingency of fire damage and the rights of the parties in such an event in Paragraph 16.)

Indemnification. Any Town liability for damage to or loss of property or personal injury is expressly excluded unless caused by or due to the affirmative or willful act of the Town, its employees, agents or officers. Lease, Paragraph 9. In addition, the Lease contains a covenant of indemnification from the Lessee. See Lease, Paragraph 10.

Lease Termination. Paragraphs 13 and 14 of the Lease relate to termination of the Lease and the rights of the parties in the case of termination or holding over.

Expiration and Renewal. The current Lease expires on August 16, 2012. Under Paragraph 15 of the current Lease, the Lessee has the right to renew the Lease for an additional ten-year term provided a timely request for renewal is given and "provided further that such term shall be subject to such conditions as the Town may then deem necessary or appropriate." Timely notice of renewal was given by the Lessee for purposes of Paragraph 15. The RTM Finance Committee requested an extension of the term of renewal to expire September 30, 2022 rather than August 16, 2022. In addition, a procedure relevant to a request for a new lease has been set forth in the proposed modification to paragraph 15. See Contemporary House Lease Renewal and Modification Agreement in the attachments.

Additional Follow-up Information: The name of the Lessee has changed to Abilis, Inc. during the Lease term. The Comptroller of the Town of Greenwich requested a change in the insurance coverage limitations and Abilis has furnished proof of such coverage.

In addition, Assistant Town Attorney Valerie Maze Keeney made specific written inquiry to the Chief of the Greenwich Police Department, the Chief of the Greenwich Fire Department, the Director of the Parks and Recreation, and the Commissioner of Public Works who unanimously reported no issues of concern relevant to the Lease and no report of Town-incurred expenses. (A complete report of staff time is not yet available.) The Chief of the Fire Department indicated that the Fire Marshal reports no outstanding issues at this property. The facility is required to have a licensing inspection annually and is in compliance.

The Board of Selectmen considered the Lease renewal at its meeting on July 26, 2012. There was no report or suggestion of any breach of the Lease. On the contrary, the First Selectman indicated essentially that the lease has met or exceeded expectations. On July 26, 2012 the Board of Selectmen referred the Lease renewal to the Planning and Zoning Commission to be considered relevant to the municipal improvement process pursuant to Section 99 of the Greenwich Municipal Code at its meeting on July 31, 2012. The Planning and Zoning Commission determined that, the lease having been reviewed in 2002 in the course of the municipal improvement process, no additional review is requested at this time.

ATTACHMENTS

(Draft) Contemporary House Lease Renewal and Modification Agreement

Exhibit 1, Lease dated August 16, 2002 between the Town of Greenwich and Greenwich Association for Retarded Citizens, Inc.

Request for Renewal

EXHIBIT 1
COPY

LEASE

Between the

TOWN OF GREENWICH

and

ASSOCIATION FOR RETARDED CITIZENS, INC.

This Lease, made this 16th day of August, 2002, between the TOWN OF GREENWICH (the "Town"), a municipal corporation organized and existing under the laws of the State of Connecticut, and GREENWICH ASSOCIATION FOR RETARDED CITIZENS, INC. ("ARC"), 50 Glenville Street, Greenwich CT 06831-4140, 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 Jon F. Doidge, its Executive Director, hereunto duly authorized.

RECITALS

Whereas, the Town desires to lease the Contemporary House located at 101 Orchard Street, Cos Cob, Connecticut 06807 on the west side of the 75-acre "Pomerance property" overlooking a 10-acre pond. The Town desires to lease the Contemporary House for a public purpose and to a non-profit entity willing to assume the capital improvements and maintenance of the property in exchange for a nominal lease fee;

Whereas, ARC desires to operate a group home in the Contemporary House located at 101 Orchard Street, Cos Cob, Connecticut 06807 (the "Building");

Whereas, the Town desires to lease the Building to ARC in furtherance of meeting the needs of retarded citizens in the community; and

Whereas, the Town and ARC hereby enter into this Lease to provide for a Ten (10)- year lease term with an option to renew for a period of ten years.

WITNESSETH:

1. **PREMISES**

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

> The building known as the Contemporary House located on a portion of the property known as 101 Orchard Street, Greenwich, Connecticut; together with the garage and parking areas adjacent to said Contemporary House.

2. **TERM**

The term of this Lease shall be for a period commencing as of the date hereof, and ending on August 16, 2012 subject to renewal as set forth in paragraph 15 hereof for a ten-year lease term.

3. **RENT**

ARC shall pay the Town rent of One Dollar ($1.00) per year.

4. **USE OF PREMISES**

The Premises will be used for the following purposes only: ARC shall use the

Premises for the operation of a residential facility or group home for the lodging, care or treatment of persons with mental retardation or autistic persons (hereinafter "the home") conditional upon ARC maintaining a valid license from the Connecticut Department of Mental Retardation (DMR) to operate the home pursuant to §17a-227 et. seq. of the Connecticut General Statutes and/or applicable regulations. In addition, ARC and/or ARC's residents in the home are permitted (1) the right to use the land described in **Exhibit A** attached hereto immediately surrounding the Contemporary House; (2) the right to use the garage and the parking area adjacent to the Contemporary House contained in the area described in Exhibit A attached hereto; and (3) the right to use the driveway from Orchard Street for access to the Contemporary House. The Town shall erect "Private Residence" signs on or near the perimeter of the land area depicted in Exhibit A. ARC 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 above-specified use of the Premises. The maximum licensed capacity for the home will be six adult residents whether or not more than six residents is permitted by state law. ARC shall permit only those residents to live in the home as are lawfully permitted under the applicable license obtained. Each and every resident permitted by ARC to reside in the home will maintain the level of health, safety awareness, and social behaviors appropriate for the Premises in consideration of its circumstances, location and of the services the Premises can accommodate. Each resident in the home will have a

primary diagnosis of mental retardation, autism or related disorder and will be:

(i) free of forensic and/or psychiatric issues that present a danger to self, others and/or property and free of any history of any such issues;

(ii) able to demonstrate an awareness of place and boundaries within the property; and

(iii) able to participate in work activities away from the home on a full-time basis.

All residents shall participate in work activities away from the home on a full-time basis during the work week; typically from 8:30 a.m. to 4:00 p.m. The Premises, subject to the conditions of this lease, however, constitutes a residence at any and all times of the day during the period of the lease for the persons ARC permits to live in the home in accordance with the terms of this lease. Use of the Premises shall be non-discriminatory as to race, color, national origin, or sex.

ARC staff within the home will consist of:

a. An on-site administrator or manager, who is responsible for the overall operation of the home, including compliance with state and local requirements.

b. A minimum of one staff member present at the home at all times when a resident is present at the home. During peak periods of the day when more than three residents are at the home, two staff will be on-site. Staffing will include

scheduling a staff member for overnight in the home.

(b) Itinerant nursing services, psychological and other professional services will be provided for residents in the home by ARC or other qualified professionals as necessary.

(c) ARC shall maintain an on-call system for assistance by agency management staff 365 days per year, 24 hours per day.

e. ARC will meet or exceed hiring procedures outlined by DMR, including reference and registry checks, criminal background, and drug screening. ARC staff shall receive extensive orientation, training and certification in specified areas.

f. ARC will establish and maintain a written emergency procedure for the home and provide suitable training for staff and residents for implementation of said procedure in the event of fire, injury and any other emergency.

Any other activity proposed for the Premises other than set forth in this section requires prior permission from the Town. Any failure by ARC to use the Premises as set forth in this section shall constitute a default under this lease.

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 ventures hereto, or as constituting ARC as the agent or representative of the Town for any purpose, or in any manner whatsoever.

5. CONDITION OF PREMISES

It is expressly agreed between the Town and ARC that ARC has examined the Premises and the land area depicted in Exhibit A and accepts it in its present condition, and that the Premises is leased from the Town, and the land area depicted in Exhibit A are accepted for the purposes herein specified in their condition "as is" and as they stand 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 or the land area depicted in Exhibit A, including latent defects. The Town makes no representation that the Premises is currently in habitable condition nor that the Premises is in the condition legally required for the specific purposes set forth in paragraph 4. ARC expressly assumes the responsibility of examining the Premises and undertaking any and all work, at its sole cost and expense, to render the Premises habitable and fit, as required by law, for the specified uses set forth in paragraph 4. ARC shall maintain the premises as habitable and legally fit for the use specified in paragraph 4.

6. IMPROVEMENTS AND ALTERATIONS

This Lease is contingent upon ARC being able to obtain the required authorizations and/or licensure from the State of Connecticut, the proper planning and zoning authorization, including variances, site plan approval and ARC approval or permits

from the Planning and Zoning Commission for the Town of Greenwich and/or the Planning and Zoning Board of Appeals for the Town of Greenwich for the renovations and improvements to be made to the home as are needed to serve the purposes of the use set forth in paragraph 4. In the event the contingencies required by this Paragraph are not accomplished within one year of the date this Lease is fully executed, this Lease shall be null and void and shall automatically terminate unless it shall be extended before that date by the Board of Selectmen. All costs of applications and approvals are at the sole risk and cost of ARC. In the event ARC should be denied any required approval and/or licensure or the same should be subject to revocation, any and all actual costs associated with improvements are at ARC's sole risk and expense. The Town agrees to cooperate, in its capacity as lessor/owner, with ARC with respect to signing documents as lessor/owner as may be needed by ARC for submitting applications for such approvals.

The Town has no obligation to maintain or improve any part of the Premises or the land area depicted in Exhibit A during the term of this Lease. ARC has the obligation to undertake any and all necessary improvements and alterations to the Premises to satisfy the obligations under this Lease. ARC, at its own expense, will renovate Contemporary House and detached two-car garage for the use specified in paragraph 4. In addition to such renovations that are required to safely operate the home specified in paragraph 4, ARC will perform the following at its sole cost and expense:

a. Analysis, installation and/or repair of utility systems, including water, heat, sewer, electric, chimneys, etc.;

b. Review for replacement all windows and doors for greater fuel efficiency;

c. Installation and/or modifications to a fire suppression system, enhanced fire detection, monitoring systems and emergency generator;

d. Removal of sauna and updating of bathrooms;

e. Re-setting of patio flooring, exterior steps and walkways;

f. Roof replacement;

g. Tree and landscape maintenance to protect building exterior;

h. Kitchen appliances and home furnishings and finishes;

i. Analysis and installation of an electronic entrance gate system to the recreation area providing for public access during park hours, and access by Town and ARC personnel at any time, as well as announced access by residents' guests.

ARC, during the term of this Lease, shall have the privilege of making additional improvements to the Premises provided that no such improvements shall be made without the prior written approval of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that any construction, alteration or

addition to the Town shall be under the supervision of the Town's Department of Public Works, if required, pursuant to section 151 of the Town Charter.

ARC agrees that all materials used by it in any construction undertaken at the Premises shall be of high quality. To assure that such quality and consistency shall be obtained, ARC shall submit all drawings and specifications of all alterations, improvements, additions or changes proposed to be made by ARC in or to the Premises to the Town for determination as to the quality of the materials intended to be used.

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 ARC. Notwithstanding the foregoing, ARC shall have the right to place and install at the Premises, and remove therefrom at the end of the Term, its personal property, furniture, equipment and removable furnishings.

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

ARC shall obtain for any improvement or alteration such building permits and other regulatory or administrative approvals, including review and approval by the Planning and Zoning Commission, as are normally incidental to the progress and satisfactory conclusion of the same. The Town agrees to cooperate, in its capacity as lessor/owner, with ARC with respect to signing documents as lessor/owner as may be needed by ARC

for submitting applications for such approvals.

All improvements or alterations shall be independently contracted. ARC shall promptly pay all contractors and material suppliers for work performed and materials supplies 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. ARC shall comply with the bonding requirements and other provisions of the Connecticut General Statutes §49-41 et. seq. where applicable.

7. MAINTENANCE OF THE PREMISES

ARC at its sole cost and expense shall maintain the Premises and the land immediately surrounding the Premises depicted in Exhibit A in good repair and safe condition for the purposes set forth in this Lease 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 ARC agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease.

ARC will provide for snow removal from the access gate to the home at its sole cost and expense.

ARC will maintain the planters around the home within the designated area set forth in Exhibit A and provide for the general maintenance of said land at its sole cost and

expense.

ARC has the right to landscape the land depicted in Exhibit A, at its sole cost and expense, subject to prior approval and direction of the Commissioner of Parks and Recreation for the Town or his designee. Any improvements to be made by ARC to the land depicted in Exhibit A are subject to prior written approval by the First Selectman of the Town or his designee.

ARC will assume costs of all renovations and maintenance work needed on the property to render the Premises habitable as required by law, to meet building codes and state requirements for the use of the home specified in paragraph 4. All work is subject to approval by the Superintendent of Building Construction and Maintenance for the Town of Greenwich.

ARC will assume the cost of installing and maintaining an electronic access gate to the Pomerance property. Town personnel, as determined by the First Selectman, will be provided with access keys. Location and suitability of the access gate will be determined by the Town and subject to Town approval by the Commissioner of Public Works for the Town.

8. UTILITIES

ARC shall be responsible for payment and provision of all necessary utilities to the Premises, including without limitation, water, sewer, electricity, telephone, and/or cable.

9. **INSURANCE AND PROPERTY LOSS**

A. In addition to the insurance coverage required under state law for operation of the home specified in paragraph 4, ARC shall procure and maintain at its own expense, at all times during the term of this Lease, insurance of the types and amounts specified below insuring and protecting ARC 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 and the land area depicted in Exhibit A by ARC or its residents, officers, agents, employees, members, licensees and invitees. 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 ARC and insuring ARC's own personal property. The Town will not carry insurance on personal property of ARC or improvements to the Premises made by ARC, and shall not be liable for any damage to such personal property and/or improvements to the Premises.

(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 ARC's use and occupancy of the Premises and the land

area depicted in Exhibit A 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 ARC 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) Comprehensive Automobile Liability, with minimum coverages of One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

(4) Insurance for the benefit of the Town against damage to the Premises and the land area depicted in Exhibit A 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.

(5) Workers compensation insurance for all of ARC'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 Five Hundred Thousand ($500,000) Dollars per accident, Five Hundred Thousand ($500,000) Dollars per employee for disease and a Five Hundred Thousand ($500,000) Dollars policy limit for disease. The policy shall be endorsed to waive subrogation against the Town.

(6) 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 Paragraph 9A, 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), (4) and (5) of Paragraph 9A.

The Town shall have the right to require ARC 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.

ARC shall furnish three (3) certificates to the Town of each insurance policy or policies in the form attached hereto as Exhibit B upon the commencement of this Lease 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 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 ARC 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.

ARC shall not do or permit any act or thing to be done in or to the Premises or in or to land area depicted in Exhibit A 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 ARC 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 Town and its employees, agents, and officers shall not be liable for:

(1) any damage to or loss of property of ARC, ARC's employees, agents, tenants, lessees, licensees, invitees, or trespassers whether by theft, casualty or otherwise, including without limitation damage to personal property of ARC and improvements to the Premises made by ARC; and

(2) any injury or damage to property or persons including without limitation ARC's employees, agents, tenants, lessees, licensees, invitees, or trespassers resulting from any cause whatsoever in connection with the use of the Premises and the land area depicted in Exhibit A, unless caused by or due to the affirmative or willful act of the Town, its employees, agents or officers.

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

10. INDEMNIFICATION

ARC 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 ARC, its officers, agents, contractors, employees, tenants, residents, lessees, licensees or invitees, of any covenant or condition of this Lease; and/or (ii) any negligence or willful act of ARC, its officers, agents, contractors, employees, tenants, residents, lessees,

licensees or invitees, and/or (iii) the use and occupancy of the Premises and the land area depicted in Exhibit A by ARC, its officers, agents, employees, tenants, lessees, licensees or invitees.

ARC 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/or the land area depicted in Exhibit A 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 ARC or any of its officers, agents, employees, tenants, residents, lessees, licensees or invitees.

11. SUBLETTING AND ASSIGNMENT

ARC shall not sublet the demised Premises, or any portion thereof, nor shall the Lease be assigned. For purposes of this paragraph, ARC's residents in the home are not considered subtenants of ARC. If the Premises shall be deserted or vacated, the First Selectman of the Town may declare the Lease in default, and this Lease shall terminate.

12. INSPECTION AND EMERGENCY REPAIRS

The First Selectman of the Town, and/or his authorized agents, shall have the right to enter and inspect the Premises at all reasonable times. In the case of an emergency

requiring repairs to the building, 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 condition, the First Selectman shall notify the Executive Director of ARC of the need to make emergency repairs. If the Town is unable to reach the Executive Director of ARC or if an emergency condition of the building requires a more immediate response, ARC 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. ARC will deliver to the Superintendent of Building Construction and Maintenance of the Town a key to provide emergency access to the Premises.

For purposes of this paragraph the word "Premises" shall include the sanitary building, sewer lines, storm lines, septic system and other systems.

13. TERMINATION

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

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 120-days Written Notice

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

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

2. Upon Default by ARC.

(a) If ARC 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 ARC and is not discharged within thirty (30) days or otherwise provided for to the Town's reasonable satisfaction within such time;

(d) If ARC fails to comply with the conditions of valid licensure of the home as required by law;

(e) If ARC 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 ARC 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 ARC a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter ARC 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 ARC 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 Lease and the term thereof shall at the Town's option and upon notice to ARC terminate and expire, and ARC shall quit and surrender the Premises to the Town, but ARC shall remain liable to the Town as hereafter provided.

In the event of a default by ARC 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. ARC 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, ARC 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 ARC in connection with the enforcement by the Town of any of its rights or remedies under this Lease. ARC 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 ARC by summary process or otherwise and remove ARC's effects and hold the Premises as if this Lease had not been made, and ARC 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 ARC 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 Premises

Upon termination of the Lease, the Town may require ARC 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 ARC

If ARC 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 ARC 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 ARC to the Town upon the rendition of any bill or statement to ARC therefore, 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 ARC.

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 signed by the Town.

Except as provided in Paragraph 12 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.

14. HOLDING OVER

In the event that ARC shall remain in the demised 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. The Town may, at its option, elect to treat ARC as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against ARC 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 ARC shall pay rent in advance at the rate provided herein as effective during the last period of the Lease term.

15. LEASE RENEWAL

ARC shall have the right, privilege and option to renew this lease for a successive additional term of ten (10) 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.

16. 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 Board of Selectmen or the Town renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance and after consultation with ARC, then and in such case the Lease and term hereby created shall, at the option of the Town and/or the Board of Selectmen, cease and become null and void, and ARC shall immediately surrender the Premises and all ARC's interest therein to the Town and the Town may re-enter and repossess the Premises thus discharged from this Lease.

If it is determined by the Town, with approval from the Board of Selectmen if required pursuant to §150 et seq. of the Town Charter, 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 Town, then ARC 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 ARC in the event of any such damage by fire or other cause shall be determined by the Town, in its sole and exclusive discretion.

17. **QUIET ENJOYMENT**

ARC acknowledges that the land surrounding the Home depicted in Exhibit A is not, and shall not be, enclosed by any fence or wall. ARC further acknowledges that the Premises is located within, and surrounded by, the Pomerance property accessible to all residents of the Town of Greenwich as provided by law. Subject to the foregoing, ARC shall peaceably and quietly have, hold and enjoy the Premises for the terms aforesaid, conditioned upon ARC's performance of its covenants of this Lease in all respects.

18. **NOTICES**

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

(a) To the Town: First Selectman, Town of Greenwich, Town Hall, 101 Field Point Road, Greenwich, Connecticut 06830.

(b) To ARC: Jon F. Doidge, Executive Director, Greenwich Association For Retarded Citizens, Inc., 101 Orchard Street, Cos Cob, Connecticut 06807.

19. **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.

20. **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.

21. **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 hereunto set their hands and seals on this 16 day of August, 2002.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: _____
Richard V. Bergstresser
First Selectman

GREENWICH ASSOCIATION FOR
RETARDED CITIZENS, INC.

By: _____
Jon F. Doidge,
Executive Director
Hereto Duly Authorized

Linda S. Ritch

Charles Halal

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

On this 16th day of August 2002, personally appeared Richard V. Bergstresser, 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: 9-30-03

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

On this 16th day of August 2002, personally appeared Jon F. Doidge, Executive Director of GREENWICH ASSOCIATION FOR RETARDED CITIZENS, INC., 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 GREENWICH ASSOCIATION FOR RETARDED CITIZENS, INC., before me.

Notary Public
My Commission Expires: 9-30-03

N
W E
S

100 0 100 Feet

1 inch = 100 feet

Exhibit A

Leased premises as per Lease between Town of Greenwich and ARC, Inc:

- The building known as Contemporary House (labeled "A")

- Garage (labeled "B")

- Parking area adjacent to said Contemporary House- (labled "C")

Town land area to be maintained by ARC, Inc. and subject to non-exclusive use by ARC, Inc.:

- Area depicted by white outline-(labeled "D")

Description of said land area ("D"):
Starting 5 feet north of the northwest corner of the garage, the Nothern boundary runs east approximately 85 feet to a rock outcrop. It then runs southeast approximately 140 feet to the top of the slope east of the house and follows the contour at the top slope. This encompasses the managed lawn area around the house and the knoll on which the house sits. It then follows the top of slope southeast then south west to the end of the managed lawn area.
It then heads west behind the stone garden pool to the drive. Following the east side of the drive, it heads north to the area where the parking circle begins. At this point it crosses to the west side of the drive and heads north along the drive toward the garage. 5 feet south of the garage it heads west and then north creating a 5 foot area around the garage.

Note: A public access trail system ("E") traverses the Land Area ("D") in or near the parking area ("C").

This map was produced from the Town of Greenwich Geographic Information System. The Town expressly disclaims any liability that may result from the use of this map. Aerial: 3/28/97. Map: July 25, 2002.
Copyright 2000 by the Town of Greenwich.

Produced by
Denise Savageau, Conservation Director

CERTIFICATE OF INSURANCE

ISSUE DATE: 7/2/02

PRODUCER:
Shepard Insurance Group
One Sound Shore Drive
Greenwich, CT 06830

INSURED: Greenwich ARC, Inc.
50 Glenville Street
Greenwich, CT 06831
(Contractor)

POLICIES LISTED BELOW ARE OCCURRENCE COVERAGES EXCEPT FOR PROF. LIABILITY

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A: CNA Insurance Company
COMPANY LETTER B: Connecticut Hospital Association
COMPANY LETTER C: Genstar Insurance Company
COMPANY LETTER D:
COMPANY LETTER E:

COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED AS SPECIFIED IN THIS CERTIFICATE.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRE DATE (MM/DD/YY)	LIMITS (AMOUNTS IN THOUSANDS)	
A	GENERAL LIABILITY [X] COMMERCIAL GEN LIABILITY* [X] TOWN ADDITIONAL INSURED [ ] OWNERS & CONTRACTORS *Meets or exceeds coverages in Commercial General Liability (SF) form CG 00 01 (Ed.11 88), including Contractual liability.	0005798659	3/26/02	3/26/03	GENERAL AGGREGATE	$ 3,000
					PRODUCTS-COMP/OP AGGREGATE	$ 3,000
					PERSONAL & ADV. INJURY	$ 1,000
					EACH OCCURRENCE	$ 1,000
					FIRE DAMAGE (ANY ONE FIRE)	$ 200
					MED EXPENSE (ANY ONE PERSON)	$ 15
A	AUTOMOBILE LIABILITY [X] ANY VEHICLE [ ] ALL OWNED VEHICLES [ ] SCHEDULED VEHICLES [ ] HIRED VEHICLES [ ] NON-OWNED VEHICLES [ ] GARAGE LIABILITY	0005798659	3/26/02	3/26/03	COMBINED SINGLE LIMIT	$1,000
					BODILY INJURY (PER PERSON)	$
					BODILY INJURY (PER ACCIDENT)	$
					PROPERTY DAMAGE	$
A	EXCESS LIABILITY * [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	0005798659	3/26/02	3/26/03	EACH OCCURRENCE	$ 5,000
					AGGREGATE	$ 5,000
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WCP 320	1/1/02	1/1/03	STATUTORY LIMITS ACCIDENT DISEASE	$ 2,500 $ 2,500 $ 2,500
A	PROFESSIONAL LIABILITY	0005798659	3/26/02	3/26/03	EACH CLAIM/AGGREGATE	$ 1,000/3,000
C	OTHER Umbrella	061092248	6/28/02	3/26/03	Occurrence/Aggregate	5,000/5,000

DESCRIPTION OF OPERATIONS/LOCATIONS: Covering work to be done for the Town of Greenwich (Town) Total Excess Liability limit

pursuant to Contract number $10million per occurrence/$10million aggregate. date _____ (Contract)

description of work Contemporary House & surrounding area as per lease agreement with Town of Greenwich.

location(s) where work is to be done 101 Orchard Street, Cos Cob, CT 06807

CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN:
101 FIELD POINT ROAD, GREENWICH, CT 06830

CANCELLATION/LAPSE/RESTRICTIVE AMENDMENT: Sixty days prior notice of cancellation, lapse, or restrictive amendment (except ten days notice for nonpayment) of the above policies shall be mailed to the Town.

The agent/broker signing this certificate shall attach hereto a photocopy of both sides of the state license(s) issued to such agent/broker. To evidence the authority to bind the insurance coverages under this certificate, the agent/broker shall also attach a photocopy of the policy declaration page(s).

AUTHORIZED REPRESENTATIVE: [signature]
original signature (do not use stamp)

TYPE NAME OF AUTHORIZED REP: Steven G. Shepard

ADDRESS: One Sound Shore Dr., Greenwich, CT

TELEPHONE NO.: (203) 661-6655

EXHIBIT B

Received for Record AUG 20 2002 at 11:00A M. Attest [signature]

abilis

50 Glenville Street
Greenwich CT 06831

P 203.531.1880
F 203.531.9367

RECEIVED
FEB 13 2012
SELECTMEN'S OFFICE

February 15, 2012

Board of Selectmen
Town Hall
101 Field Point Road
Greenwich, CT 06830

Dear Selectmen Tesei, Theis and Marzullo,

I am writing this letter regarding Abilis' lease of Contemporary House located at 101 Orchard Street. Almost ten years ago, on August 16, 2002, the Town of Greenwich and Abilis (then know as Greenwich ARC) entered into a lease in order for Abilis to operate a group home at this location.

I am writing you today to tell you of Abilis' intention to renew this lease for an additional ten years.

This house has provided a warm, safe and beautiful environment that six women with intellectual disabilities are very proud to call home. They would welcome a visit from you at anytime.

Thank you for your attention to this matter.

With warmest regards,

Laurel Ross
Executive Director

John Wayne Fox
Town Attorney

Eugene F. McLaughlin, Jr.
Fernando F. de Arango
Valerie Maze Keeney
Aamina Ahmad
Abby R. Wadler

John K. Wetmore
Special Counsel

LAW DEPARTMENT

Town Hall • 101 Field Point Road • P.O. Box 2540 • Greenwich, CT 06836-2540
Tel: (203) 622-7876 Fax: (203) 622-3816

August 2, 2012

Thomas J. Heagney, Esq.
Heagney Lennon & Slane LLP
248 Greenwich Avenue
Post Office Box 7910
Greenwich, Connecticut 06836-

Re: Contemporary House Lease

Dear Tom:

Enclosed please find a proposed Renewal and Modification Agreement relating to the lease of the Contemporary House which will be considered by the RTM at its September 17, 2012 meeting. I expect the Board of Selectmen to forward the item to the RTM at its meeting on August 9, 2012. The proposed draft agreement includes, *inter alia*, a proposed condition requested by the RTM Finance Committee relevant to the renewal lease term to September 30, 2022. In addition, paragraph 15 has been modified.

This proposed agreement is sent to you to notify Abilis formally of the additional conditions known to date, and for review purposes, until the RTM has taken final action on the matter. Please note that a revised certificate of insurance from Abilis will be needed (please see email of July 31, 2012, copy attached). I have no reason to anticipate opposition to the renewal; based upon my knowledge to date, no opposition is expected.

Very truly yours,

Valerie Maze Keeney
Assistant Town Attorney

VMK:pac
Enclosure

cc: John Wayne Fox, Town Attorney
Peter J. Tesei, First Selectman
Gordon A. Ennis, Chairman, Finance Committee, RTM

An Affirmative Action/Equal Opportunity Employer, M/F/H

DRAFT

RENEWAL AND MODIFICATION AGREEMENT

Between

THE TOWN OF GREENWICH

And

ABILIS INC.

This Renewal and Modification Agreement is made this _____ day of _____, 2012, between the TOWN OF GREENWICH (hereinafter "the Town"), a municipal corporation organized and existing under the laws of the State of Connecticut, and Abilis Inc. (hereinafter "Abilis"), 50 Glenville Street, Greenwich CT 06831-4140, 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 Laurel Ross, its Executive Director, hereunto duly authorized. The Town and Abilis are collectively referenced herein as "the Parties."

This Renewal and Modification Agreement relates to the lease of the Contemporary House located at 101 Orchard Street, Cos Cob, Connecticut 06807 on the 75-acre "Pomerance property in the Town of Greenwich, which lease is dated August 16, 2002 and recorded at Volume 3935, Page 246 of the Greenwich Land Records, a copy of which is attached hereto as **Exhibit 1** and incorporated herein by reference (hereinafter "the Lease"). The Parties agree as follows:

1. Abilis was formerly known as, and is the successor in interest to, Greenwich Association for Retarded Citizens, Inc.

2. Pursuant to paragraph 15 of the Lease, Abilis timely requested a renewal of the Lease for an additional 10-year term.

3. Abilis warrants and represents that Abilis is in compliance with the terms of the Lease.

4. Pursuant to paragraph 15 of the Lease, the Lease shall be renewed, upon approval by the Representative Town Meeting, for an additional term ending on September 30, 2022, subject to the following conditions and modifications:

A. The lessee under the Lease is redesignated as Abilis Inc.

B. Paragraphs 2, 9, 13, 14, 15 and 18 of the Lease are modified as follows:

2. TERM

The term of this Lease shall be for a period commencing as of the date this Renewal and Modification Agreement is fully executed, and ending on September 30, 2022.

9. INSURANCE AND PROPERTY LOSS

The provisions of Paragraph 9 of the Lease shall remain in full force and effect. In addition thereto, Abilis shall maintain the professional liability coverage throughout the renewal term reflected in the Certificate of Insurance attached hereto as **Exhibit 2**, and name the Town as an additional insured with respect also to the professional liability policy.

13. TERMINATION

Abilis shall quit and surrender the Premises and the Town shall have the sole right to entry and possession of the Premises after September 30, 2022. The Town may terminate this Lease prior to the expiration of the Lease term as provided in this paragraph.

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 120-days Written Notice

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

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

2. Upon Default by Abilis

(a) If Abilis 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 Abilis and is not discharged within thirty (30) days or otherwise provided for to the Town's reasonable satisfaction within such time;

(d) If Abilis fails to comply with the conditions of valid licensure of the home as required by law;

(e) If Abilis 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 shall terminate and expire at the option of the Town and Abilis shall quit and surrender the Premises as provided herein.

In the event of a default under Subparagraph 13A.2(e), if the Town shall serve upon Abilis a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter Abilis 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 Abilis 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 Lease and the term thereof shall at the Town's option and upon notice to Abilis terminate and expire, and Abilis shall quit and surrender the Premises to the Town, but Abilis shall remain liable to the Town as hereafter provided.

In the event of a default by Abilis 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. Abilis 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, Abilis 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 Abilis in connection with the enforcement by the Town of any of its rights or remedies under this Lease. Abilis 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, the Town may without further notice re-enter the Premises and dispossess Abilis by summary process or otherwise and remove Abilis's effects and hold the Premises as if this Lease had not been made, and Abilis 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 any obligations whatsoever to the other, except as provided in this Lease, and except that Abilis 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 Premises

Upon termination of the Lease, Abilis shall, at its sole cost and expense, return the Premises in as good order and condition as it is now in, subject to reasonable use and wear.

D. Town's Performance Upon Default by Abilis

If Abilis 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 Abilis 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 Abilis to the Town upon the rendition of any bill or statement to Abilis therefore, 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 Abilis.

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 signed by the Town.

Except as provided in Paragraph 12 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.

14. HOLDING OVER

In the event that Abilis shall remain in the demised Premises after September 30, 2022, such holding over shall not constitute a renewal or extension of this Lease. In such event, the Town shall be entitled to all the remedies against Abilis set forth in this Lease and provided by law.

15. LEASE RENEWAL

Paragraph 15 of the Lease is deleted and the following is substituted:

15. REQUEST FOR NEW LEASE.

In the event Abilis shall desire to continue leasing the premises subsequent to expiration of the renewal period in 2022, Abilis shall file a written request for a new lease by January 2, 2022 for consideration and approval by the Town of Greenwich stating the essential terms and conditions sought by Abilis. If a new lease of the premises is approved by the Town of Greenwich, a new lease proposal shall include such terms and conditions as the Town of Greenwich may then approve. A written request for a new lease shall be filed by Abilis pursuant to this paragraph by January 2, 2022 with the First Selectman, Town of Greenwich, Town Hall, 101 Field Point Road, Greenwich, CT with a copy to the Town Attorney, Town of Greenwich, Town Hall, 101 Field Point Road, Greenwich, CT and a copy to Chairman, Finance Committee, of the Representative Town Meeting c/o Town Clerk, Town Hall, 101 Field Point Road, Greenwich, CT.

18. NOTICES

Except for a request for a new lease at the expiration of the renewal term set forth in paragraph 15 above, any written notice required to be sent under the provisions of the Lease shall be sent by postage prepaid, certified mail to the respective parties at the following addresses:

(1) To the Town: First Selectman, Town of Greenwich, Town Hall, 101 Field Point Road, Greenwich, Connecticut 06830.

(2) To Abilis: Executive Director, Abilis, Inc. , 50 Glenville Street, Greenwich, CT 06831.

5. The Lease and this Renewal and Modification Agreement embody 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 the Lease and/or this Renewal and Modification except as is expressly set forth herein and in the Lease. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____, 2012.

ABILIS INC.

By:_____
Laurel Ross,
Executive Director
Hereto Duly Authorized

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

On this _____ day of _____, 2012, personally appeared Laurel Ross, Executive Director of Abilis Inc., 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 Abilis Inc., before me.

_____
Notary Public
My Commission Expires:

TOWN OF GREENWICH

By:_____
Peter J. Tesei
First Selectman

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

On this ____ day of _____ 2012, 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

EXHIBIT A

RFP CONTEMPORARY HOUSE

August 31, 2001

To: Interested Parties
Fr: Denise Savageau, Conservation Director

At the last Pomerance Planning Committee meeting, the Committee eliminated the no residential use provision in the Request for Proposal for Lease of the Contemporary House at the Pomerance Property. The RFP is being sent to organizations that may not have responded to the first request because of this restriction.

The Committee is looking for a non-profit organization that would lease the building from the Town for a minimal fee. In exchange, the organization would be fully responsible for the restoration and maintenance of the building. Public Works staff have estimated costs to be approximately $1.0 million dollars.

Interested parties should contact me at 203-622-6461 asap to express intent. Proposals must be received by noon – September 10, 2001 in the Conservation Commisison office on the second floor of the Town Hall.

Request for Proposal
Lease of Contemporary House – Pomerance Property

The Town of Greenwich is seeking proposals from non-profit organizations for the rental of a building known as the "Contemporary House" on the Pomerance Property. Proposals must be received in the Conservation Commission office at the Town Hall by noon on September 10, 2001.

Overview

On May 23, 2000, the Town of Greenwich purchased the 75-acre Pomerance property. This land adjoins the existing Montgomery Pinetum creating a 180-acre town-owned parcel in central Cos Cob. The Pomerance property is dominated by a 10-acre pond and wetland system associated with Strickland Brook. With the exception of lawns surrounding the two estate houses, the site is mostly wooded. There is an informal system of trails that has been maintained, including several foot-bridges, which connect to the Pinetum.

Presently, residents are using the walking trails and classes from Central Middle School are also using the property for environmental education purposes. The weather this winter has allowed for the use of the trails for snowshoeing and cross-country skiing, and the pond for ice-skating. Short term recommendations from the Pomerance Planning Committee center on using the property for passive recreation and education.

There are two estate houses on the property. The "Contemporary" located on the west side of the pond and the "Seton House" on the east side. The Town is currently seeking proposals from non-profit organizations interested in leasing the Contemporary house.

Qualifications

To be eligible for consideration, interested organizations must meet the following requirements:

- Be incorporated and recognized as a non-profit or not-for-profit under the federal tax code
- Be able to enter into a long term lease agreement
- Be willing to take over the capital improvements and maintenance of the house in exchange for a nominal lease fee.

In addition:

- Preference will be given to organizations interested in leasing and maintaining the entire building
- Preference will be given to organizations that best fit into the passive recreation and educational uses of the park

Description of Building and Lease Area

The Contemporary House is a two-story masonry structure designed by Ralph Pomerance and built in 1940 which has been used as a residential dwelling since that time. The building has an open floor plan and extensive windows providing much natural lighting and beautiful views. It is situated on the west side of the property overlooking the pond. There is approximately ½ acre of lawn area associated with the building. There is also a detached two-car garage which could part of the lease. Total livable space is 4786 square feet which includes 2,903 sq. ft. on the first floor, 1,883 sq. ft. on the second floor and a finished basement area of 320 sq. ft. As part of the sale to the Town, asbestos and underground storage tanks have been abated.

Exterior Construction – combination field stone and vertical cedar siding. Condition: Excellent
Foundation Construction – stone with poured concrete. Condition: Good, no evidence of water penetration
Roof – flat roof, built up tar with ballast. Condition: Not inspected but some evidence of leaking
Interior construction – Gypsum. Condition: Good, needs patching and painting
Amenities – includes kitchen, 3 full baths, 1 lavatory. Condition: fair
Heating System – Oil fired burner, radiant hot water heat in floor slab, Oil fired hot water, 2 – 275 gallon AST oil tanks in basement, city water. Condition: Good
Electrical System – 100 amp service and disconnect with circuit breaker system. Condition: Good, extensive electrical

The building is located in the interior of the 75 acres which is managed by the Parks and Recreation Department. It is the intent of the Town to manage this property as a "pedestrian friendly" park. Hours of operation, vehicle access to the building, and use of the larger property area are topics for discussion and subject to negotiation.

Request for Proposal Submission

All proposals must include the following items:

1. Name of organization
2. Address and Phone number
3. Name and phone number of contact person
4. Mission statement of the organization
5. A description of proposed use including but not limited to
    a. Number of staff
    b. Proposed hours of operation
    c. Expected number of meeting, field trips, classes etc
    d. Expected attendance at above
    e. Expected vehicular use and parking requirements
6. Copy of Certificate of Incorporation
7. Copy of proof of tax status.

All proposals must be submitted to:

Town of Greenwich
c/o Denise Savageau, Conservation Director
101 Field Point Road
Greenwich, CT 06830

Proposals must be received in the Conservation Commission office by noon. on Monday September 10, 2001.

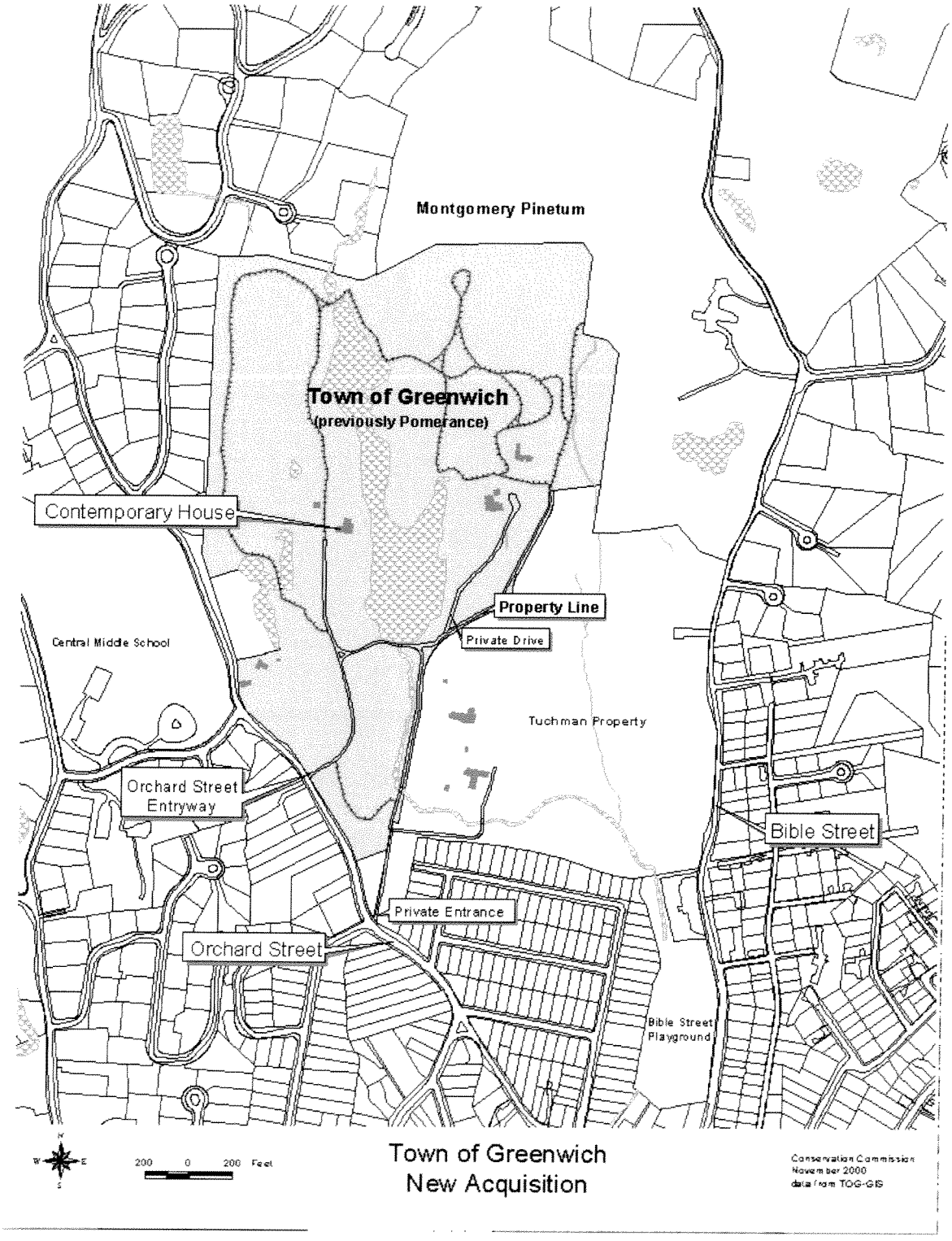
For further information and/or to schedule a field visit contact:

Denise Savageau, Conservation Director

Town of Greenwich
(203) 622-6461

Looking west across pond to the Contemporary House on newly acquired Town of Greenwich property in Cos Cob (formerly Pomerance property)

Contemporary Building from parking area looking east


Montgomery Pinetum
Town of Greenwich
(previously Pomerance)
Contemporary House
Property Line
Private Drive
Central Middle School
Tuchman Property
Orchard Street
Entryway
Bible Street
Private Entrance
Orchard Street
Bible Street
Playground
200 0 200 Feet
Town of Greenwich
New Acquisition
Conservation Commission
November 2000
data from TOG-GIS

	BASIC AGREEMENT INFORMATION				
1	ABILIS Pomerance Property	Premises	Contemporary house, 101 Orchard St. Cos Cob, on west side of Pomerance property - includes garage and parking areas adjacent to house	1	Lease
2	ABILIS Pomerance Property	Address	101 Orchard Street, Cos Cob, CT 06807		Lease
3	ABILIS Pomerance Property	Tenant	Greenwich Association for Retarded Citizens, Inc. (ARC) - now known as Abilis		Lease
4	ABILIS Pomerance Property	Landlord	Town of Greenwich		Lease
5	ABILIS Pomerance Property	Town Contact / Responsible Department	Notice to First Selectman - Oversight by Public Works for buildings and Parks and Recreation for landscaping		Lease
	AGREEMENT TERM				
6	ABILIS Pomerance Property	Date of Agreement	August 16, 2002 ; approved by RTM June, 2002		Lease
7	ABILIS Pomerance Property	Amendment Dates	no		Lease
8	ABILIS Pomerance Property	Agreement Commencement Date	August 16, 2002		Lease
9	ABILIS Pomerance Property	Rent Commencement Date	same		Lease
10	ABILIS Pomerance Property	Agreement Expiration Date	August 16, 2012, subject to Tenant exercise of renewal option		Lease
	RENT AND ADDITIONAL CHARGES				

11	ABILIS Pomerance Property	Rent	$1/year		Lease
12	ABILIS Pomerance Property	Additional Rent	no		Lease
13	ABILIS Pomerance Property	Utilities	all of utilities		Lease
14	ABILIS Pomerance Property	Real Estate Taxes/Payment in Lieu of Taxes	no		Lease
15	ABILIS Pomerance Property	Operating Expenses	Maintains house and adjacent grounds and electronic access gate		Lease
16	ABILIS Pomerance Property	Other Charges	Property leased "as is", ARC responsible for extensive renovations.		Lease
17	ABILIS Pomerance Property	Permitted Use	Group home for 6 adults with mental retardation or autism. Adults must be able to participate in work activities on a full time basis. There are requirements for staffing levels.		Lease
18	ABILIS Pomerance Property	Use Restrictions	No other uses without prior permission from the Town.		Lease
19	ABILIS Pomerance Property	Security Deposit	not mentioned		Lease
	TENANT AND LANDLORD OPTIONS				
20	ABILIS Pomerance Property	Termination Provisions	yes		Lease

21	ABILIS Pomerance Property	Landlord's Right to Terminate (other than casualty, condemnation or	upon 120 days written notice with approval of Board of Selectmen. Also upon default by ARC re licensing, insurance, abandonment,failure to comply with lease provisions		Lease
22	ABILIS Pomerance Property	Tenant's Right to Terminate (other than casualty or condemnation)	upon 120 days written notice.		Lease
23	ABILIS Pomerance Property	Agreement Renewal Rights	yes.for 10 years with 6 months written notice and subject to such conditions as Town may then deem necessary or appropriate		Lease
24	ABILIS Pomerance Property	Sublease Assignment	May not sublet nor assign lease. Residents are not considered subtenants.		Lease
	MISCELLANEOUS AND ADDITIONAL INFORMATION				
25	ABILIS Pomerance Property	Insurance	Valid license, all CT required insurance plus: all risk commercial property, commercial gen. liability $2M; comprehensive auto $1M; casualty for replacement value; workers comp $500,000 min.; umbrella liability $5M.		Lease
26	ABILIS Pomerance Property	Landlord Services	cooperation in getting required permits,inspection and emergency repairs, signage		Lease
27	ABILIS Pomerance Property	Ownership of Improvements	All improvements belong to the Town. ARC may remove personal property and furnishings and equipment.		Lease
28	ABILIS Pomerance Property	Casualty	yes		Lease
29	ABILIS Pomerance Property	Miscellaneous	Comptroller may change insurance requirements. ARC indemnifies the Town		Lease
30	ABILIS Pomerance Property	Other			Lease

Abilis Statement of Public Service

AGENCY HISTORY Abilis (ABLE-ISS) creates lives of joy and meaning for the most vulnerable members of society. Formerly known as Greenwich ARC, the 501c3 nonprofit was founded in 1951 in Greenwich by parents who wanted their children with developmental disabilities to be educated. The town rallied around the cause and within a year, these children no longer were excluded from public school. Abilis (www.abilis.us) stands for the inclusion of people of all ages with intellectual disabilities within their communities. Abilis operated the first all-abilities pre-kindergarten classroom in Greenwich and works tirelessly to place adults with autism, Down syndrome, cerebral palsy and other developmental disabilities in community-based employment. Today, Abilis annually evaluates approximately 200 Greenwich babies and toddlers with delays in their development, coaches families, and consults to school systems. 101 Orchard is one of nine Abilis group residences in Greenwich. The agency also provides support to an additional 20 adults living more independently in apartments and condominiums in town. Ever mindful of our mission, Abilis residences are well-maintained and indistinguishable from the homes of "typical" families.

RESIDENTS' GREENWICH TIES Three of the six residents are Greenwich natives from families who have been in town for generations. The three residents all attended local public schools, including Greenwich High School. One resident has lived in Greenwich for decades and has a sister who is a longtime Greenwich resident. While not from Greenwich, the two remaining residents are from Stamford and Stratford, respectively, and have family close by in Stamford.

BENEFITS Responsible stewardship of residences is a source of pride for Abilis. Every town department consulted has returned a "stellar" report about our care of 101 Orchard. The agency has invested more than $550,000 in physical improvements on top of general maintenance (list attached). Contrast this with the state of the unoccupied Tuchman house. In addition to what it has invested, then, Abilis has *saved* the town a considerable sum by protecting this asset according to such high standards. More important, we hope the town is proud to support six older women with strong local ties (three are town natives with families who have been in Greenwich for generations), but who were unfortunate enough to be born with significant intellectual disabilities. Greenwich's civic legacy is as a caring, compassionate community that supports those in need. 101 Orchard is part of that legacy. The ladies of 101 love their beautiful home (ask them!) and enjoy being close enough to visit with their loved ones. These families, in turn, are free to lead healthier, more productive lives in Greenwich without experiencing what can be the crushing burden of providing around-the-clock care for a loved one with a significant disability. Finally, Abilis submits that these women make Greenwich a more diverse, well-rounded community and have much to teach the rest of us about the value of hard work (one resident has three jobs!) and the pure joy of everyday life.

Abilis Improvements to the Contemporary House

(over the past 10 years)

New roof

Upgraded the Physical Accessibility

Remodeled the Bathrooms

Installed Energy Efficient Windows

Installed New Doors

Upgraded the Electrical Service

Installed New Carpeting

Painted the Building

Installed a New Entrance, Walk and Stairs

Installed interior Sprinkler System, early warning system including smoke and fire detectors, central alarm station, and other equipment as required

Purchased and Installed an Emergency generator

Purchased New Appliances to replace those need

Installed Air Conditioning system

Made repairs to: the Plumbing and made necessary Renovations, Deck, Electric gate, Woodworking, Driveway and Refinished the Floors

Total Cost Approximately $550,000

Hypothetical Valuation of the Contemporary House at the Pomerance Property
101 Orchard Street, Cos Cob

In response to your request, I have conducted a cursory examination of the potential value of the contemporary dwelling situated on the "Pomerance property" located at 101 Orchard Street in the Cos Cob area of Greenwich utilizing the possible income potential for the property with alternative uses. The entire parcel consists of 76.35 acres, of which 1.078 acres are included with the ARC's lease with the contemporary dwelling. The 2010 market value of the dwelling without any land is $638,600 based on our assessment.

Scenario 1: Valuing the dwelling, with seven bedrooms, **as a bed and breakfast**, utilizing the lowest grade and class in our model, results in a value (which would include an appropriate land area) of **$793,600**. This estimate reflects a daily rental rate of $110, a 50% occupancy rate, 52% expenses ratio, and a cap rate of 8.5%.

Scenario 2: Valuing the dwelling as though it represented a 7-bedroom apartment with a monthly rental rate of $6,700, a vacancy rate of 5%, expense ratio of 25%, and a cap rate of 7%, results in a hypothetical value of **$818,300**.

In my opinion, both scenarios represent the lower end of the spectrum, and were utilized with the 2010 market value of the improvements and open space land value (nominal) in mind. The true market value (based on market sales, not an income valuation) of a dwelling such as this on an acre of land could be significantly higher.

Bill Day
Commercial Real Estate Appraiser
CCMA II
St of Ct Cert. Gen. Aprsr. Lic #RCG.153
Assessor's Office
Town of Greenwich