

Draft 8-10-15

Formatted: Left

LEASE

Between the

TOWN OF GREENWICH

and

GREENWICH ADULT DAY CARE, INC.

This Lease, made this _____ day of _____, 2004~~15~~, between the TOWN OF GREENWICH (the "Town"), a municipal corporation organized and existing under the laws of the State of Connecticut, and GREENWICH ADULT DAY CARE, Inc. ("GADC"), ~~70 Parsonage Road, Greenwich~~ 125 River Road Extension, Cos Cob, CT 06830, 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 ~~Carol Burns~~ Linda Longmire, its ~~Executive Director~~ Board President, hereunto duly authorized.

RECITALS

Whereas, the Town desires to lease the Mianus River Dam Pump Station ("Mianus Pump Station") located at River Road Extension, Cos Cob, Connecticut 06807 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, GADC desires to operate an Adult Day Care Center in the Mianus Pump Station located at River Road Extension, Cos Cob, Connecticut 06807 (the "Building");

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

Whereas, the Town and GADC hereby enter into this Lease to provide for a Ten (10) year lease term with options to renew for ~~three~~ two additional period of ten years.

WITNESSETH:

1. PREMISES

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

Lease Parcels "B" and "C" shown on map titled "Easement Map showing property at River Road Extension, Greenwich, Connecticut prepared for the Town of Greenwich and Greenwich Adult Daycare, Inc." (the "Map") by Rocco V. D'Andrea, Inc. dated February 24, 2004, attached hereto as Exhibit A, together with the right to pass and re-pass over and upon "A" for the purpose of pedestrian and vehicular access, and utility service, to Lease Parcels "B" and "C", all of which are more fully described in Exhibit B attached hereto.

Formatted: Underline

Formatted: Underline

2. TERM

The term of this Lease shall be for ten (10) years ~~a period commencing on the date first above written~~ six month anniversary of the date hereof or earlier by mutual agreement between GADC and the Board of Selectmen (the "commencement date") and ending on the tenth anniversary of the commencement date subject to renewal as set forth in paragraph 15 hereof for additional ten-year lease terms.

3. RENT

GADC 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: GADC shall use the Premises for the operation of an Adult Day Care Center conditional upon GADC complying with the Connecticut General Statutes and/or all applicable regulations including zoning regulations and in accordance with the Municipal Improvement Approval granted by the Planning and Zoning Commission on July 20, 2004. A copy of the approval is attached hereto as Exhibit C. In addition, GADC is permitted (1) the right to use the land described as Lease Parcel "C" in Exhibit A immediately surrounding the Mianus Pump Station; (2) the right to use the parking area adjacent to the Mianus Pump Station contained in the area described as Lease Parcel "B" in Exhibit A; and (3) the right to use the driveway from River Road Extension for access to the Mianus Pump Station described as Lease Parcel "A" in Exhibit B attached hereto. GADC shall keep fully informed and comply with all existing and future federal, state, and local laws, ordinances, rules, and Use of the Premises shall be non-discriminatory as to race, color, national origin, or sex.

Formatted: Underline

Formatted: Underline

Formatted: Underline

Formatted: Underline

GADC staff within the Building will include an on-site administrator or manager, who is responsible for the overall operation of the Center, ~~home~~, including compliance with state and local requirements.

Any other activity proposed for the Premises other than set forth in this section requires prior permission from the all appropriate Town agencies or Boards. Any failure by GADC 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 GADC 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 GADC that GADC has examined the Premises and the land area depicted in Exhibit A and, except as otherwise provided herein, 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. Except as provided below, GADC 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. GADC shall maintain the premises as habitable and legally fit for the use specified in paragraph 4.

GADC does not assume responsibility for existing foundation and dam conditions.

~~GADC, at its sole cost and expense, shall conduct an environmental assessment of the~~

Formatted: Underline

Formatted: Underline

Formatted: Underline

~~Premises. If such assessment reveals materials or substances, including without limitation, asbestos, radon, PCB's or petroleum products, (collectively, "Hazardous Materials") in or about the Premises, the building or the underlying land, which are environmentally hazardous or harmful, or which violate any applicable federal, state or local laws, codes, statutes, ordinances, guidelines, rules or regulations (collectively, "Environmental Laws), GADC shall have the option of (i) undertaking, at its sole cost and expense, any and all remedial work required to comply with all Environmental Laws, or (ii) terminating this Lease, in which case GADC shall have no liability whatsoever in connection with any Hazardous Materials (or any related equipment such as, but not limited to, underground storage tanks) not deposited or created by GADC. In no event, however, shall GADC shall not have any responsibility for any environmental condition, or violation of law arising out of any such environmental condition, which condition existed prior to the commencement date.~~

~~_____ GADC agrees that it will remove and properly dispose of, at its sole cost and expense, two (2) existing underground storage tanks located on the westerly side of the Building and test the surrounding soil for any release.~~

6. IMPROVEMENTS AND ALTERATIONS

~~This Lease is contingent upon GADC being able to obtain maintain the required authorizations and/or licensure from the State of Connecticut, the proper planning and zoning authorization, including variances, site plan approval and GADC 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 property 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 two (2) years of the commencement date, 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 GADC. In the event GADC 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 GADC's sole risk and expense. The Town agrees to cooperate, in its capacity as lessor/owner, with GADC with respect to signing documents as lessor/owner as may be needed by GADC for submitting applications for such approvals.~~

- a. Except as otherwise provided herein, The Town has no obligation to maintain or improve any part of the Premises or the land area depicted as Lease Parcels "B" or "C" shown on Exhibit A during the term of this Lease. GADC has the obligation to undertake any and all necessary improvements and alterations to the Premises to satisfy the obligations under this Lease. ~~GADC, at its own expense, will renovate the Mianus Pump Station for the use specified in paragraph 4.~~ *GADC also agrees that it will provide public access to the Mianus Pond Fishway, by means of an exterior walkway substantially as provided in the plan titled "Mianus Pond Fishway Walkway Design," prepared by*

Formatted: Underline

Pustola & Associates and dated December 30, 1996, said walkway to be installed at GADC's expense. ~~Access to the Mianus Pond Fishway is to be provided and maintained during the period necessary for GADC to undertake and complete all necessary improvements and alterations to the Premises.~~

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

GADC 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, GADC shall submit all drawings and specifications of all alterations, improvements, additions or changes proposed to be made by GADC 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 GADC. Notwithstanding the foregoing, GADC 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.

~~The Town will make all reasonable efforts to secure funding from the Town Parking Fund for the construction of improvements to the parking areas described as Lease Parcel "A" and Lease Parcel "B" in Exhibit A. All other improvements or alterations shall be made by GADC at its own cost and expense and shall be made in accordance with and conform to all applicable laws, ordinances, and regulations.~~

GADC 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 GADC with respect to signing documents as lessor/owner as may be needed by GADC for submitting applications for such approvals.

All improvements or alterations shall be independently contracted. GADC 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. GADC 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

Except as otherwise provided herein, GADC at its sole cost and expense shall maintain the Premises and the land immediately surrounding the Premises described as Lease Parcel "C" in Exhibit A in good repair and safe condition for the purposes set forth in

Formatted: Underline

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 GADC agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease.

The Town will allow GADC access to Town property east and north of the premises for the purposes of construction and maintenance of the premises.

The Town will continue to maintain the Mianus Pond Fishway, the dam and supporting building structure and at its sole expense. GADC will allow access to authorized Town personnel to enter the Building to perform repairs and/or maintenance of the dam spillway controls.

GADC will provide for snow removal within Lease Parcels B and C at its sole cost and expense. The Town will provide for snow removal at its sole cost and expense in the parking area contained in the area described as Parcel A in Exhibit A.

Formatted: Underline

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

Formatted: Underline

Except as otherwise provided in paragraph 5 and this paragraph 7, GADC 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 property specified in paragraph 4. All work is subject to approval by the Superintendent of Building Construction and Maintenance for the Town of Greenwich.

8. UTILITIES

GADC 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 Adult Day Care Center specified in paragraph 4, GADC 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 GADC 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 GADC or its 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:

Formatted: Underline

(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 GADC and

insuring GADC's own personal property. The Town will not carry insurance on personal property of GADC or improvements to the Premises made by GADC, 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 GADC'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 reasonably require from time to time. Such insurance shall contain a provision including coverage for all liabilities assumed by GADC 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.

Formatted: Underline

(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 described as Lease Parcel "C" in Exhibit A by fire and other

Formatted: Underline

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 GADC'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.

(7) Professional liability for the limits set forth in the commercial general liability policy as described in Subparagraph (2) above. Such insurance shall

contain a provision naming the Town and its employees, officers and agents, as an additional insured.

(8) Sexual Abuse/Molestation coverage in the amount of One Million (\$1,000,000) Dollars each occurrence and Three Million (\$3,000,000) Dollars aggregate or such greater amount as the Town may reasonably require from time to time.

The Town shall have the right to require GADC 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.

GADC shall furnish three (3) certificates to the Town of each insurance policy or ~~policies in the form attached hereto as Exhibit D~~ 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 GADC 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. GADC shall also furnish to the Town an agent endorsement letter. The certificate of insurance and endorsement letter are attached as Exhibit D.

GADC 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 GADC 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.

Formatted: Underline

B. The Town and its employees, agents, and officers shall not be liable for:

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

(2) any injury or damage to property or persons including without limitation GADC'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 negligence or affirmative or willful act of the Town, its employees, agents or officers.

Formatted: Underline

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

10. INDEMNIFICATION

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

Formatted: Underline

GADC 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,

Formatted: Underline

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 GADC or any of its officers, agents, employees, tenants, residents, lessees, licensees or invitees.

11. SUBLETTING AND ASSIGNMENT

GADC shall not sublet the demised Premises, or any portion thereof without consent of the Town, nor shall the Lease be assigned without consent of the Town and all agencies and boards as appropriate. A sublease, if any, shall be limited to a non-profit group or agency. If at any time following commencement of operating of the Adult Day Care Center 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 GADC of the need to make emergency repairs. If the Town is unable to reach the Executive Director of GADC or if an emergency condition of the building requires a more immediate response, GADC 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. GADC 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 events of default by GADC:

- (a) If GADC 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 GADC and is not discharged within (90) days or otherwise provided for to the Town's reasonable satisfaction within such time;
- (d) If GADC fails within a reasonable time to cure any non-compliance with the conditions of valid licensure of the home as required by law;

(e) If GADC fails to comply with any provision of this Lease and does not cure such default within thirty (30) days of 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 GADC shall quit and surrender the Premises as provided herein.

In the event of a default under Subparagraph 13A, if the Town shall serve upon GADC a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter GADC 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 GADC 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 GADC terminate and expire, and GADC shall quit and surrender the Premises to the Town, but GADC shall remain liable to the Town as hereafter provided.

In the event of a default by GADC 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. GADC 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, GADC 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 GADC in connection with the enforcement by the Town of any of its rights or remedies under this Lease. GADC 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 GADC by summary process or otherwise and remove GADC's effects and hold the Premises as if this Lease had not been made, and GADC 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. GADC shall have the right to terminate this Lease at any time by giving one hundred twenty (120) days advance written notice.

C. 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 GADC 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.

D. Effect of Termination or Expiration on Return of the Premises

Upon termination of the Lease, the Town may require GADC 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.

E. Town's Performance Upon Default by GADC

If GADC 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 GADC 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 GADC to the Town upon the rendition of any bill or statement to GADC 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 GADC.

F. 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 GADC 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 GADC as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against GADC 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 GADC shall pay rent in advance at the rate provided herein as effective during the last period of the Lease term.

15. LEASE RENEWAL

GADC shall have the right, privilege and option to renew this lease for ~~three~~two successive additional terms of ten (10) years each, 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 Town and GADC renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance, 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 GADC shall immediately surrender the Premises and all GADC'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 GADC and 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, then GADC 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 GADC in the event of any such damage by fire or other cause shall be determined by agreement between the Town and GADC.

17. QUIET ENJOYMENT

Subject to the foregoing, GADC shall peaceably and quietly have, hold and enjoy the Premises for the terms aforesaid, conditioned upon GADC'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 GADC: ~~Executive Director~~ Board President, Greenwich Adult Day
125 River Road Extension, Cos Cob, CT 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 _____ day of _____, 200415.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: _____
~~James A. Lash~~ Peter J. Tesei
First Selectman

GREENWICH ADULT DAY CARE, INC.

By: _____
~~Carol Burns~~ Linda Longmire
Its Board President -
~~Executive Director~~ Hereto
Duly Authorized

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

On this _____ day of _____ 200415, personally appeared ~~James A. Lash~~ 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.

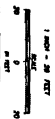
Notary Public
My Commission Expires:

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

On this _____ day of _____ 200415, personally appeared ~~Linda Longmire-G~~ GREENWICH ADULT DAY CARE, 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 ADULT DAY CARE, INC., before me.

Notary Public
My Commission Expires:

RECEIVED
FEBRUARY 24, 2004
MAY 19, 2004



**EASEMENT MAP
SHOWING PROPERTY AT
RIVER ROAD EXTENSION
GREENWICH, CONNECTICUT
PREPARED FOR
THE TOWN OF GREENWICH AND
GREENWICH ADULT DAYCARE, INC.**

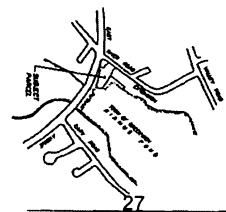


EXHIBIT B

Lease Parcel "A"

All that certain tract, piece or parcel of land situate, lying and being in the Town of Greenwich, County of Fairfield and State of Connecticut, said parcel of land being more particularly bounded and described as follows:

Beginning at a point on the Easterly street line of River Road Extension, formed by the intersection of the same with the division line between the premises described herein and land of Capparelle et al, now or formerly, then running along said Easterly street line of River Road Extension

North $21^{\circ} 37' 13''$ East, a distance of 32.72 feet

to land of the Grantor, known as Lease Parcel "B"; then turning and running along said Lease Parcel "B" the following courses:

South $81^{\circ} 18' 52''$ East, a distance of 90.00 feet;

South $45^{\circ} 27' 29''$ East, a distance of 28.00 feet;

South $5^{\circ} 28' 30''$ East, a distance of 41.00 feet

to the Northerly street line of East Putnam Avenue; then turning and running along said Northerly street line of East Putnam Avenue

an arc distance of 26.23 feet along a circular curve to the left having a radius of 868.51 feet; the long chord of said curve bearing South _____ West, a distance of _____ feet;

South $69^{\circ} 18' 52''$ West, a distance of 53.25 feet

to land of said Capparelle et al; then turning and running along land of said Capparelle, the following courses:

North $26^{\circ} 24' 42''$ East, a distance of 37.73 feet;

North $64^{\circ} 23' 18''$ West, a distance of 72.96 feet

to the point or place of beginning, containing 6,518 square feet, more or less.

Lease Parcel "B"

All that certain tract, piece or parcel of land situate, lying and being in the Town of Greenwich, County of Fairfield and State of Connecticut, said parcel of land being more particularly bounded and described as follows:

Beginning at a point on the Easterly street line of River Road Extension, formed by the intersection of the same with the division line between the premises described herein and land of The Connecticut Light and Power Company (CL&P), now or formerly, then running along land of said CL&P, and other land of the grantor known as Lease Parcel "C", the following courses:

an arc distance of 44.55 feet along a circular curve to the left having a radius of 25.00 feet to a point of tangency, the long chord of said curve bearing South 30° 15' 32" East a distance of 38.89 feet;

South 81° 18' 52" East, a distance of 49.52 feet to a point of curvature;

an arc distance of 1.36 feet along a circular curve to the right having a radius of 275.20 feet, the long chord of said curve bearing South 81° 10' 20" East, a distance of 1.36 feet;

South 79° 14' 20" East, a distance of 46.90 feet;

South 75° 10' 06" East, a distance of 81.08 feet;

South 74° 21' 19" East, a distance of 8.48 feet;

South 3° 59' 12" East, a distance of 59.64 feet

to the northerly street line of East Putnam Avenue; then turning and running along said Northerly street line of East Putnam Avenue, the following courses:

an arc distance of 118.45 feet along a circular curve to the left having a radius of 868.51 feet, the long chord of said curve bearing South _____ West, a distance of _____ feet

to land of the grantor, known as Lease Parcel "A"; then turning and running along said Lease Parcel "A" the following courses:

North 5° 28' 30" West, a distance of 41.00 feet;

North 45° 27' 29" West, a distance of 28.00 feet;

North 81° 18' 52" West, a distance of 90.00 feet

to the Easterly street line of River Road Extension; then turning and running along the Easterly street line of River Road Extension

North 21° 37' 13" East, a distance of 66.44 feet

to the point or place of beginning, containing 12,895 square feet, more or less.

Lease Parcel "C"

All that certain tract, piece or parcel of land situate, lying and being in the Town of Greenwich, County of Fairfield and State of Connecticut, said parcel of land being more particularly bounded and described as follows:

Beginning at a point formed by the intersection of the division lines between the premises described herein, other land of the Town of Greenwich also known as Lease Parcel "B", and land of the Connecticut Light and Power Company (CL&P), now or formerly, then running along said land of CL&P

North 20°47'48" East, a distance of 164.11 feet

to land of Franze, now or formerly; then turning and running along land of said Franze

South 69°12'12" East, a distance of 23.00 feet;

then turning and running across land of the Town of Greenwich, known as "Mianus Pond," the following courses:

South 3°18'47" East, a distance of 49.23 feet;

South 74°39'24" East, a distance of 53.69 feet;

South 15°20'36" West, a distance of 31.00 feet;

South 74°39'24" East, a distance of 19.00 feet;

South 15°20'36" West, a distance of 29.00 feet;

North 74°39'24" West, a distance of 21.64 feet;

South 15°19'36" West, a distance of 23.83 feet;

South 26°20'42" East, a distance of 35.15 feet

to other land of the Town of Greenwich, known as Lease Parcel "B"; then turning and running along said land of the Town of Greenwich, the following courses:

North 74°21'19" West, a distance of 0.85 feet;

North 75°10'06" West, a distance of 81.08 feet;

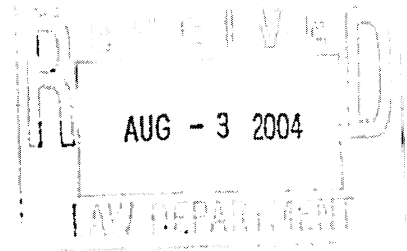
North 79°14'20" West, a distance of 46.90 feet

to the point or place of beginning, containing 13,705 square feet, more or less.



EXHIBIT C

TOWN OF GREENWICH



Planning and Zoning Commission

Diane W. Fox
Town Planner/Zoning Enforcement Coordinator

CERTIFIED MAIL

August 3, 2004

Mr. Bruce Cohen, Esq.
Fogarty, Cohen, Selby & Nemiroff
88 Field Point Road
Greenwich, CT 06830

Ms. Carol Burns
Greenwich Adult Day Care
70 Parsonage Road
Greenwich, CT 06830

RE: Town of Greenwich (Greenwich Adult Daycare Center); application FSP #2478-C and MI #523 for a final coastal site plan and municipal improvement to lease Town property and to construct the Greenwich Adult Daycare Center in the Mianus River Dam Pump Station building on property totaling 33,118 sq. ft. located on River Road Extension in the LB zone.

Dear Mr. Cohen and Ms. Burns:

At a regular meeting on July 20, 2004 and upon a motion to approve the municipal improvement for the Lease between the Town and GADC for construction and use of the building by GADC made by Mr. Heimbuch and seconded by Mr. Maitland, the following resolution was unanimously adopted: (Voting on this item: Messrs. Le Bien, Heimbuch, Maitland and Napolitano and Mrs. Colombo).

Whereas the Commission held public hearings on July 6th and July 20, 2004 on the Lease and coastal site plan for use of and construction on Town property for the Greenwich Adult Day Care facility and took all testimony as required by law; and

Whereas the Law Department has reviewed the lease and the Board of Selectmen has approved said Lease subject to RTM approval; and

Whereas the Commission finds that this Lease is in accord with the 1998 Plan of Conservation and Development and that the improvement of the site, building and uses meets the POCD's policies and goals which state "provision of public facilities to serve

the needs of local residents” and under Commercial uses, “to improve the appearance and vitality of the Post Road and local business districts”; and

Whereas the Commission finds that this Greenwich Adult Day Care Center serves the needs of the elderly and Alzheimer residents of the town and there is a growing demand for such facilities and the use is permitted in the LB zone; and

Whereas the Commission finds that Municipal Improvement for the Lease of town property to GADC meets the requirements of Section 99 of the Town Charter, has been endorsed by the Town’s Conservation Commission and Commission on Aging, and has been reviewed by the Law Department and found adequate; and

Whereas the lease is for 10 years, at a \$1.00 a year, with a renewal clause for an additional 10 years, and no subletting is permitted; further GADC does not assume responsibility for the foundation or the dam, but does assume all costs of cleanup of the site and building, and re-construction of the building, the fish way catwalk to be used for educational and environmental purposes for the public and public access areas to overlook the waterfall and river with public parking - subject to all local, state or federal approvals and permits necessary.

THEREFORE BE IT RESOLVED that application MI #523 as submitted Carol Burns, authorized agent on behalf of the Town of Greenwich, record owner and Greenwich Adult Day Care, Lessee for a municipal improvement to lease Town property and to construct the Greenwich Adult Daycare Center in the Mianus River Dam Pump Station building on property totaling 33,118 sq. ft. located on River Road Extension in the LB zone per Section 99 of the Town Charter is hereby approved.

Upon a second motion made by Mr. Heimbuch to approve final coastal site plan and seconded by Mr. Maitland, a second resolution was unanimously adopted: (Voting on this motion: Messrs. LeBien, Heimbuch, Maitland and Napolitano and Mrs. Colombo).

Whereas the Commission notes that the GADC at Nathaniel Witherell on Parsonage Road must relocate because the Nathaniel Witherell Town owned building will be demolished for a new building to be constructed, and this location in the Town’s Pump House at the intersection of Rte. 1 and River Road Extension is a more convenient location in a separate building with adequate parking and a landscaped garden area for the elderly clients, is a good adaptive reuse of the building that maintains the architectural integrity of the building, is permitted in the LB business zone and has sufficient parking of 32 spaces plus public parking, and therefore meets the Building Zone Regulations Sections 6-13, 6-14, 6-15, 6-100 and 6-205; and

Whereas the Historic District Commission, the Architectural Review Committee, Town Traffic Engineer, Engineering Division, IWWCA, and Conservation Commission have all reviewed and agreed to this proposal; and

Whereas the Commission finds that the State Coastal Management Act gives preference to uses that provide general public access to marine or tidal waters, and that access to the fish way and public access to view the water meets this criteria, but is subject to DEP approvals on the final plans; and

Whereas the Commission finds that this development plan will have no adverse coastal impacts, nor be detrimental to the Mianus River water quality at the dam or downstream, nor increase flood risks since the building is to be flood proofed, and therefore meets the standards of Section 6-111 and 6-139.1.

THEREFORE BE IT RESOLVED that application FSP #2478-C as submitted by Carol Burns, authorized agent on behalf of the Town of Greenwich, record owner and Greenwich Adult Day Care, Lessee for a final coastal site plan to construct the Greenwich Adult Daycare Center in the Mianus River Dam Pump Station building of 7,755 gsf on property totaling 33,118 sq. ft. located on River Road Extension in the LB zone per Sections 6-13, 6-15, 6-103, 6-111 and 6-139.1 of the Building Zone Regulations as shown on a site plan by Rocco V. D'Andrea, Inc. last revised 05/19/04 and architectural plans by R.S. Granoff Architects last revised 07/20/04 is hereby approved with modifications.

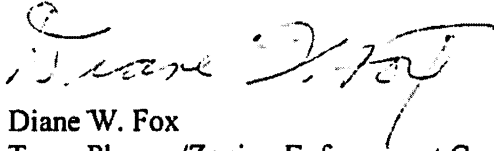
The modifications are as follows and will be shown on the 3 sets of final plans submitted to Planning and Zoning for staff reviews and signoff for permits:

1. DEP comments on the need for and location of the public access area for viewing the fish way and the Mianus River should be shown on the final plans. A small landscaped area and bench was to be provided at the end of the parking lot, but is presently not shown on the plans.
2. Relocation of the refuse area to a less visible area farther into the site would be more appropriate, as recommended by ARC.
3. The plans and method of construction of the catwalk to the fish way requires DEP approval, which has not been indicated by the applicant as being addressed. Other federal and state agencies may also be involved and a separate coastal site plan for said work is required to be submitted to Planning and Zoning. A phasing/staging construction plan for this catwalk and access ramp is required to be submitted. It is assumed that the construction of the building and catwalk and access ramp will occur simultaneously.
4. IWWCA approved the project at their June 28, 2004 meeting with conditions, and a portion of the fish way catwalk on July 27, 2004 with conditions. Final plans with all details be submitted to Wetlands for final signoff before building permit.
5. A Soil/Erosion Control Plan and Construction Phasing plans must be submitted at time of final plan submission. Staff inspection of soil & erosion controls in place must occur prior to building permit issuance.

6. Since this building is listed as an historical resource, was part of the Cos Cob Power Plant and conveyed to the Town by the State, Historic District Commission recommendations are applicable as noted in their letter of July 14, 2004.
7. The lease may need to be revised to reflect any site plan changes, especially DEP concerns, including modifications to the fish way catwalk.
8. All Highways, Traffic Divisions, Fire Marshall and other department comments to be addressed.
9. References to the 1999 plans for the catwalk to be eliminated from the Lease language and the new final plans with a new date and design engineer to be put into the lease instead. Final design drawings for the catwalk are subject to Planning and Zoning, Conservation, Wetlands, DPW Engineering and DEP approvals.
10. If public access is provided, there should be appropriate signage so the public knows the area is open for their use and where to park.
11. ARC comments be addressed as follows: Greenwich Adult Day Center: Conversion of Pump House to Greenwich Adult Daycare Center including parking and landscaping improvements (LB zone) Approved; however the following comments and suggestions were made by the ARC:
 - Applicant should consider varying color/material of paving or pattern in front of entrance to break up asphalt.
 - Applicant should submit samples of proposed materials.
 - Applicant should investigate another location for trash enclosure, possibly more towards the Post Road.
 - Applicant should consider having lighting on building, canopy.
- 12) Verification that the building has been or can be flood proofed be shown on the plans and provided by the engineer of record to the satisfaction of the ZEO and Planning and Zoning.
- 13) An industrial archaeologist to be invited in to photo document the building prior to any construction or removal of parts of the building.
- 14) Applicant to address the DPW Engineering comments dated June 29, 2004 regarding the bypass and infiltrators, the design of the driveway entrance and curbing, new sidewalk on River Road and Highway permit.
- 15) All clean up of the building and site be completed prior to any use or temporary CO. All DEP approvals to be in place.
- 16) Prior to any CO, all site plan conditions and Lease conditions be completed and licenses to be secured.

If you have any questions please call our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Diane W. Fox". The signature is fluid and cursive, with a large initial "D" and a stylized "F".

Diane W. Fox
Town Planner/Zoning Enforcement Coordinator

cc: Jim Maloney, William Marr, Dave Thompson, Ennio DeVita, Garo Garabedian, Joe Roberto, Jim Lash, Marcos Madrid, Aamina Ahmed, Mark Massoud, Joe Benoit, Denise Savageau



Fairfield County Bank

Insurance Services

August 18, 2015

Peter J. Tesei, First Selectman
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

RE: Greenwich Adult Daycare, Inc.

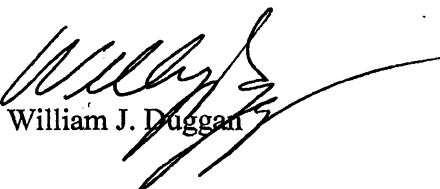
Dear Mr. Tesei:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of Connecticut and an authorized representative of all companies affording coverage under the Accord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under Commercial Package Policy no. S2068878, issued by Selective Insurance Company to Greenwich Adult Daycare, Inc.
- (3) The general liability policy referenced in paragraph (2) above meets or Exceeds the coverage in Commercial General Liability ISO form CG00010101, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of non-payment) of the policies listed in the Acord form.

Sincerely,

FAIRFIELD COUNTY BANK INSURANCE SERVICES


William J. Duggan



GREEADU-01

MDAVIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2015

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

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

PRODUCER License # BR-1099795
Fairfield County Bank Insurance Services-DUG
850 East Main Street
Stamford, CT 06902

CONTACT NAME:
PHONE (A/C, No, Ext): 1 (203) 353-8343 **FAX (A/C, No):** 1 (203) 353-8344
E-MAIL ADDRESS: info@fcbins.com

INSURED

Greenwich Adult Day Care, Inc.
125 River Road Extension
Cos Cob 06807

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Ins. Co. of Southeast	39926
INSURER B: Selective Insurance Company	12572
INSURER C: United States Liability Ins.	25895
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			S 2068878	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof Liability \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			S 2068878	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			S 2068878	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 7993898	07/01/2015	07/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	General Liability			NDO1023643L	09/12/2014	09/12/2015	Dir & Officers 3,000,000
A	General Liability			S 2068878	07/01/2015	07/01/2016	Sex Abuse & Molesat 1,000,000

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

FLOOD POLICY IN EFFECT FROM 2/8/2015 THROUGH 2/8/2016
BUILDING FLOOD COVERAGE IS \$500,000 WITH A \$25,000 DEDUCTIBLE
CONTENTS COVERAGE IS \$350,000 WITH A \$25,000 DEDUCTIBLE

CERTIFICATE HOLDER

CANCELLATION

Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

LEASE ABSTRACT

BASIC AGREEMENT INFORMATION			
1	Adult Day Care	Premises	Mianus River Dam Pump Station - Parcels B&C plus access for pedestrians and vehicles over parcel A
2	Adult Day Care	Address	River Road Extension, Cos Cob, CT 06807
3	Adult Day Care	Tenant	Greenwich Adult Day Care, Inc.
4	Adult Day Care	Landlord	Town of Greenwich
5	Adult Day Care	Town Contact / Responsible Department	Notice to First Selectman; First Selectman's Office
AGREEMENT TERM			
6	Adult Day Care	Term	Agreement signed 2/9/2005, with the right to renew for three ten year periods
7	Adult Day Care	Amendment Dates	No
8	Adult Day Care	Agreement Commencement Date	6 months after lease was signed or earlier by mutual consent with Bd. of Selectmen
9	Adult Day Care	Rent Commencement Date	2/9/2005
10	Adult Day Care	Agreement Expiration Date	Ten years after lease was signed
RENT AND ADDITIONAL CHARGES			
11	Adult Day Care	Rent	\$1 per year
12	Adult Day Care	Additional Rent	No
13	Adult Day Care	Utilities	Tenant pays for all utilities
14	Adult Day Care	Real Estate Taxes/Payment in Lieu of Taxes	Tax Exempt
15	Adult Day Care	Operating Expenses	Maintains and improves premises. Not responsible for condition of foundation or dam. Accepted property in "as is" condition.
16	Adult Day Care	Other Charges	Provide public access to Mianus Pond Fishway by exterior walkway and maintain walkway. Snow plowing parcels B&C.
17	Adult Day Care	Permitted Use	Adult Day Care Center. Any other use requires prior approval from all appropriate Town boards and agencies.
18	Adult Day Care	Use Restrictions	Lease contingent on proper license and zoning approvals. Must comply with federal, state and local laws.
19	Adult Day Care	Security Deposit	No

LEASE ABSTRACT

TENANT AND LANDLORD OPTIONS			
20	Adult Day Care	Termination Provisions	yes
21	Adult Day Care	Landlord's Right to Terminate (other than casualty, condemnation or default)	Lack of required insurance, abandonment, lien over 90 days old, non-compliance with license, non-compliance with terms of lease
22	Adult Day Care	Tenant's Right to Terminate (other than casualty or condemnation)	120 days written notice
23	Adult Day Care	Agreement Renewal Rights	3 successive 10 year terms with 6 months written notice and subject to such conditions as Town may then deem necessary or appropriate
24	Adult Day Care	Sublease Assignment	May sublet or assign only with consent of Town and appropriate boards and agencies. May sublet or assign to a non-profit only.
MISCELLANEOUS AND ADDITIONAL INFORMATION			
25	Adult Day Care	Insurance	Any required by CT; all risk commercial property for current replacement cost; commercial general liability 1M/occurrence 2M aggregate; comprehensive auto 1M; insure Town against damage to premises; workmen's comp; umbrella 5M/occurrence
26	Adult Day Care	Landlord Services	Snow plow parcel A; Maintain building foundation and Mianus Pond Fishway and dam
27	Adult Day Care	Ownership of Improvements	Improvements or alterations become property of Town. GADC may remove personal property, furniture and equipment.
28	Adult Day Care	Casualty	yes
29	Adult Day Care	Miscellaneous	GADC indemnifies the Town.--Comptroller may increase insurance requirements as needed.
30	Adult Day Care	Other	

River House Adult Day Center (formerly Greenwich Adult Day Care)

History:

May 2, 1977, River House, then known as the Witherell Pavilion Club, opened its doors at Nathaniel Witherell. The program began as a one-year pilot project spearheaded by a United Way study and the Greenwich Commission on Aging. The recommendation was to establish a community-based day care to serve Greenwich's growing frail elderly population. Just one paid staff person and several volunteers administered the social and recreational program.

In 1981 The Pavilion Club moved to the Greenwich Senior Center. Under the auspices of the Town Board of Health a new Board of Directors was formed. The name was changed to Greenwich Adult Center in 1984 and the following year moved back to Nathaniel Witherell.

By 1990 the number of annual clients had grown to 76 and 5,908 days of service were provided. With support from the community and Community Development Block Grant, funds were raised for the renovation and expansion of the space at Witherell. Another expansion in 2002 created The Gazebo with specialized programs to meet the needs of clients with special need and dementia.

In 2003 the space at Witherell had been maximized and the Board of Directors resolved to find a new location. With the Town of Greenwich's help, an ideal location and structure was found. The historic 1927 Railroad Pump House on the Post Road in Cos Cob had been abandoned for many years and while its renovation presented major challenges, its central location was easily reached by public or private transportation. Particularly enticing was its location right on the waterfall and Mianus River with magnificent scenic views up the Mianus Pond. Over the next four years the Campaign for GADC's Future was launched, the lease with the Town was signed and construction began. June 18th, 2008, the ribbon cutting was held and on July 1st the clients arrived. This was a successful public/private partnership that raised over \$5 million to fully fund the renovation.

River House Today:

River House is committed to increasing the quality of life for seniors in our community by offering affordable, customized programs six days a week with a focus on cognitive, physical and social stimulation. Physician directed health care is administered by skilled RN's and staff is on-site to provide personal care services including showers, shaving, hair and nail care. Healthy meals are prepared to meet individual dietary needs. On-site salon and podiatry services are available. There is also a specially designed care program for those with special needs. Door-to-door handicap-accessible transportation is provided by Transportation Association of Greenwich.

Over the past 38 years, River House has stayed consistent to its mission of improving quality of life for clients and their families. The program has adapted starting with the implementation of the medical model, health care component in 1986. River House has also become a resource to the community. The Caregiver Information Center, staffed by a licensed clinical social worker, offers education, information and referral and counselling to the community. MasterMind, a brain exercise series offers a new way to maintain brain health for all levels. Support groups for caregivers provide guidance through a network of peers. Support groups are also being formed for persons with a diagnosis of early stage dementia. The Caregiver Circle, a four session course each spring and fall, gives useful information from experts in the field of aging. All these programs are open to the community.

Last year 146 clients received services and over 13,000 days of service were provided.

Since River House was first certified in 1995, it has consistently received "Certification with Commendation".

Benefits to Clients and Families:

Peg, a client and MasterMind participant, comes to us from an assisted living facility. Her family enrolled her with us because she had few people to converse with and lacked enrichment programming at her facility. At River House, the staff customizes our programs to suit her specific needs. Peg's favorites are MasterMind and Life Journaling with Lyndsay, a gerontologist and our Assistant Program Coordinator. Both classes help to strengthen brain fitness while allowing participants to have more one-on-one interactions with their peers. As Peg explained to Lyndsay: "No one really listens to my stories over there. Every program here has a purpose and helps my brain. I want to come here every day."

Hilda Lorenzo-Dizon shared her story about her experiences with River House at the Annual Garden Party this year.

Hilda was typical of the sandwich generation – caring for a teenage daughter and her parents while holding a full time job that also entailed some travel. River house made it possible for her to maintain a healthy work-life balance.

In 2005, her father was recuperating from a fractured hip and was receiving therapy at Witherell. At the same time her mother was receiving radiation and chemotherapy for cancer. In order to give her father a more meaningful life and her mother respite from being his 24/7 caregiver when he returned home, Hilda took the advice of the social worker at Witherell and visited River House. With encouragement from his family and the caring of the staff he made a successful transition. He enjoyed bingo and the art therapy class. He attended River House for 38 months until his death in 2009.

Five years later her mother fell sustaining a head injury that left her legally blind. She became socially isolated and depressed. A companion was hired but her mom still did

not have the socialization and activities she needed. Now her mom is attending River House and in spite of her poor memory she is happy and engaged. She is able to meet her weekday doctor's appointments because River House arranges for TAG to take her and return her to River House.

These are two stories that are typical of the many seniors and their families who have been helped by the programs and services at River House. The day program allows seniors to stay at home in their community while allowing their families to work or just recover from the burden of providing 24/7 care. As health care changes, River House is working on a strategic plan to be able to continue to work within the continuum of care to offer affordable quality health, social and recreation programs.



MISSION

River House's mission is to support and enrich the quality of life for seniors living with age-related needs and impairments in a safe and nurturing environment

River House provides:

- Customized day-time programs and services that stimulate intellectual, physical and emotional well-being
- Professional monitoring of health and personal care needs
- Counsel and peace of mind for caregivers and families

PROGRAM

River House offers enjoyable, therapeutic programs, which balance health care, therapeutic activities, and social recreation, and include the following services:

- | | |
|----------------------------|---|
| -Therapeutic Recreation | -Escorted Door-thru-Door Transportation |
| -Personal Care and Bathing | -Individualized Care Plans |
| -Socialization | -Information and Referral |
| -Health Care | -Lunch and Snacks |
| -Family Counseling | -Medications and Treatments |
| -Rehabilitative Therapies | -Community Trips |
| -Support Groups | |

SCHEDULE

Monday through Friday 7:30 a.m. to 4:30 p.m.; Saturday 8:30 a.m. to 4:30 p.m. Special hours by prior arrangement.

CLIENTS

Adults whose ability to function independently is impaired by physical or cognitive disabilities. These could be persons with vision and hearing loss, chronic diseases such as arthritis and diabetes, someone recovering from a stroke or fractured hip or someone with Alzheimer's disease or dementia.

STAFF

The experienced professional staff includes registered nurses; a licensed clinical social worker; gerontologist; therapeutic recreation coordinator; health, program and rehabilitation aides; and music, dance/movement and art therapy consultants. A corps of volunteers, young and old, provides program support.

FEES

The current daily fee is \$94.00, with subsidized fees available based on an individual's ability to pay.

FUNDING

User fees and third-party reimbursements; long-term care insurance; federal and state grants; contributions from individuals, corporations, foundations, religious and civic organizations; and the United Way of Greenwich.

ACCOMPLISHMENTS

During the past fiscal year (July 1, 2013 - June 30, 2014), River House served 146 persons and provided 13,027 days of service.

By-Laws Of Greenwich Adult Day Care, Inc.

ARTICLE I - Identification, Location and Purpose.

Section 1. Name. The name of the Corporation is Greenwich Adult Day Care, Inc. A name registered for use in conducting and transacting business in Connecticut.

Section 2. Seal. Upon the seal of the Corporation shall appear the name of the Corporation, the state of incorporation, and the words "Corporate Seal".

Section 3. Offices. The principal office of the Corporation shall be located in the Town of Greenwich, Connecticut. The Corporation may also have other offices at such places, either within or without the State of Connecticut, as the Board of Directors may determine or as the activities of the Corporation may require.

Section 4. Purposes. The purposes of the Corporation are as stated in the Certificate of Incorporation and elaborated upon in the Mission Statement of the Corporation.

ARTICLE II - Board of Directors.

Section 1. Management. The business, property and affairs of the Corporation shall be managed by the Board of Directors.

Section 2. Authority and Powers. The Board of Directors shall oversee the management and control the affairs of the Corporation and shall have and may exercise all powers of the Corporation, subject to the provisions of these By-Laws, the Corporation's Certificate of Incorporation and the laws of the State of Connecticut.

Section 3. Number of Directors. The number of Directors shall be determined from time to time by the Board of Directors, but shall not be less than ten.

Section 4. Classes of Directors, Election and Term. The Board shall be divided into three classes of Directors with staggered three-year terms, each class consisting of approximately one-third (1/3) of the total number of Directors. Each year the term of one class shall expire, while the other two shall continue to serve. At each Annual Meeting a full class of Directors shall be elected to replace those whose term is expiring. At an Annual Meeting Directors may also be elected to fill vacancies in a class whose term expires in one or two years.

In the event a Director ceases to serve at any time between Annual Meetings, a Director may be elected to fill the vacancy for the remainder of the term. A Director may not serve more than two consecutive three-year terms, except if a Director elected to fill a vacancy shall serve one-half or less than one-half of a three-year term for purpose of calculating

consecutive terms. Under special circumstances, a Director may have his/her term extended, for a specified term, by a two-thirds (2/3's) vote of the full Board of Directors. A past Director may be elected to the Board after an absence of one year.

Section 5. Resignation and Removal. Any Director may resign or be removed at any time. A Director who intends to resign shall give written notice to the Board of Directors in care of the President. Removal of a Director, with or without cause, may be effected at any time by a two-thirds (2/3's) vote of the full Board of Directors.

Section 6. Nominations. At least two weeks in advance of the Annual Meeting of the Board or any other meeting, at which the election of a Director(s) is to be proposed, the Nominating Committee shall submit to the Board, in care of the President, proposed nominees for those director positions to be filled at the meeting. Any Director may present additional nominations from the floor at any meeting at which Directors are to be elected.

Section 7. Meetings and Notices. The Annual Meeting of the Board shall be held in June of each year at such time and place as the Board shall direct.

There shall be no less than six regular meetings (including the Annual Meeting as one of the six) in each twelve-month period commencing in July of each year. The dates, times and places of the regular meetings shall be set early in each year.

No notice of regular meeting shall be required, except that no By-Law may be brought up for adoption, amendment or repeal unless stated in a written notice of the meeting.

The President may call a special meeting of the Board whenever deemed necessary, and shall call a special meeting whenever requested to do so in writing by two or more Directors.

Written, electronic or oral notice of a special meeting, stating the purpose or purposes for which the meeting is called, shall be given to each Director not less than two days prior to the meeting. No business other than that specified in the notice shall be transacted at any special meeting.

Section 8. Quorum and Voting. A majority of the authorized director positions shall constitute a quorum for the transaction of business. The act of a majority of those present shall be the act of the Board, unless a greater number is required by law or the Certificate of Incorporation or these By-Laws.

ARTICLE III - Officers.

Section 1. Number. The Officers of the Corporation shall include a President, one or more Vice Presidents, a Secretary, a Treasurer and such other Officers as may be elected by the Board. The Officers shall be selected from among members of the Board.

Section 2. Election. The Officers of the Corporation shall be elected by the Directors at the Annual Meeting of the Board.

Section 3. Term. An Officer shall serve a one-year term and may be considered for re-election on the recommendation of the Nominating Committee.

Section 4. Vacancies. If a vacancy occurs as a result of the death, resignation, removal or incapacity of an Officer, the vacancy may be filled by a vote of the duly elected Directors from the candidates submitted by the Nominating Committee for the unexpired term of the Officer.

Section 5. Powers and Duties.

President. The President shall be the Chief Executive Officer of the Corporation and shall be responsible to the Board of Directors for the on-going management of the Corporation's business, property and affairs.

The President shall supervise and oversee the activities of the Executive Director.

The President shall preside at all regular and special meetings of the Board and of the Executive Committee of the Board and shall be an ex officio member of all other Committees.

Vice President(s). Vice Presidents shall have such powers and duties as the President or the Board may from time to time assign

Secretary. The Secretary shall be responsible for attending all meetings of the Board and Executive Committee and maintaining records of the proceedings.

Treasurer. The Treasurer shall be responsible for overseeing the financial operations of the Corporation. (S)he shall serve as Chairperson of the Finance and Investment Committee.

Article IV - Committees of the Board

Section 1. Election. There shall be five Committees of the Board: Executive, Finance & Investment, Personnel, Nominating and Audit as hereinafter provided. These committees, including a Chairperson of each, shall be elected annually by a majority of the entire Board of Directors upon nomination by the President.

Section 2. Executive Committee. The Executive Committee shall include the President, the Vice President(s), the Secretary and the Treasurer. The President shall serve as Chairperson of this Committee.

The Executive Committee may exercise the authority of the Board of Directors subject to the following exceptions specified in the Act: (1) fill vacancies on the Board or any of its committees; (2) amend the Certificate of Incorporation; (3) adopt, amend or repeal By-Laws; (4) approve a plan of merger; (5) approve a sale, lease, exchange or disposition of all, or substantially all, of the property of the Corporation, other than (a) in the usual and regular course of affairs of the Corporation or (b) a mortgage, pledge, or other encumbrance described in Section 33-1163 (a) (2) of the Act; or (6) approve a proposal to dissolve between meetings of the Board or in the event of an emergency situation, including that in

which there is insufficient time to bring a vote to the full Board, and has the power to pass resolutions on behalf of the Board. Any such resolution(s) shall be reported to the Board at its next regular or special meeting.

Section 3. Finance & Investment Committee. The Finance & Investment Committee shall be composed of at least three (3) Directors, including the Treasurer who shall be chair.

The Finance & Investment Committee shall be responsible for (1) overseeing the administration of all funds of the Corporation, including the prudent management and conservation of capital funds, (2) ensuring the maintenance of accurate financial records, (3) overseeing the preparation of (a) the annual operating budget and, as needed, a capital budget for review and acceptance by the Board of Directors and (b) monthly financial statements, and (4) reporting regularly to the Board on the activities of the Committee, the financial condition of the Corporation and securing the approval of the Board of major organizational and policy changes.

Section 4. Personnel Committee. The Personnel Committee shall be composed of at least three (3) Directors. The Personnel Committee shall be responsible for (1) ensuring that there is a suitable plan of organization in place with position descriptions for all employees to carry out the operations of the Corporation, (2) overseeing the development, review and administration of personnel policies and procedures applicable to employees of the Corporation, including but not limited to, those pertaining to employment, compensation and benefits, training and performance evaluation and (3) keeping the Board of Directors informed of the activities of the Committee and securing the approval of the Board of major organization and policy changes.

Section 5. Audit Committee. The Audit Committee shall be composed of at least three (3) Directors.

The Audit Committee shall be responsible for (1) recommending for Board approval the appointment of the auditor, (2) arranging for the annual independent audit of the financial affairs of the Corporation, the report of which shall be subject to acceptance by the Board of Directors, (3) the preparation and review of tax filings and (4) the monitoring, in coordination with the Executive Committee, the provisions of and adherence to the Corporation's established policy regarding possible breaches in compliance with the then current Code of Ethics and Conflict of Interest.

Section 6. Nominating Committee. The Nominating Committee shall be composed of at least three (3) Directors.

The Nominating Committee shall be responsible for (1) developing and presenting a slate of candidates for election at the next Annual Meeting to replace the class of Directors whose term is expiring and to fill any vacancies in other classes of Directors whose terms will expire one or two years later, (2) developing and presenting a slate of Officers for election by the new Board of Directors at the next Annual Meeting, (3) developing and presenting Director candidates, as needed, to fill vacancies on the Board which may exist between Annual Meetings for election at any regular or special meeting of the Board and (4) assuring appropriate orientation of new Directors.

Section 7. Meetings and Notices. Committees of the Board shall meet either (1) in accordance with a schedule of dates, times and places as determined by each committee or (2) as needed when requested by the respective Committee Chairperson, the President, or by a committee member. Notice of a meeting shall be given to each committee member not less than two days prior to the meeting.

Section 8. Quorum and Voting. A majority of committee members shall constitute a quorum for the transaction of business by a committee of the Board. The act of a majority of those present shall be the act of the committee.

Article V – Standing Committees

Section 1. Appointment. Standing committees shall include Development, Program, Property and Marketing. Other standing committees may be appointed, as the Board may deem necessary or appropriate

The President shall appoint members of the standing committees, including a chairperson of each. Committees may include as members persons who are not Directors, but a majority of the members of each committee, including the Chairperson, shall be Directors.

Section 2. Meetings and Notices. Standing committees shall meet either (1) in accordance with a schedule of dates, times and places as determined by each committee or (2) as needed when requested by the respective Committee Chairperson, the President, or by a committee member. Notice of a meeting shall be given to each committee member not less than two days prior to the meeting.

Section 3. Quorum and Voting. A majority of committee members shall constitute a quorum for the transaction of business by a committee of the Board. The act of a majority of those present shall be the act of the committee

Section 4. Special and Ad Hoc Committees. The President, with the consent of the Board, may also appoint members of special or ad hoc committees. Special or ad hoc committees may include as members persons who are not Directors. At least one committee member shall be a Director in order to facilitate reporting on behalf of the committee at Board meetings.

Article VI - Executive Director. The Executive Director shall be responsible for the management of the affairs of the Corporation and the implementation of all policies and programs prescribed by the Board.

Article VII - Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation shall be from July 1 to June 30 of the following calendar year.

Section 2. Depositories. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Finance & Investment Committee may select with the approval of the Board.

Section 3. Signators. Corporate documents, including contracts, checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by the Board of Directors.

Section 4. Participation by Telephone. One or more members of the Board of Directors or a committee may participate in a meeting of the respective Board or committee by means of a conference telephone or similar arrangement permitting all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 6. Consent in Writing. Action of the Board or of a committee may be taken by consent in writing in lieu of a meeting as permitted by Connecticut law, the provisions of which require the signatures of all members of the respective Board or committee.

Article VIII – Code of Ethics and Conflict of Interest.

Section 1. Certification. All employees and members of the Board of Directors shall be required each year to certify in writing adherence to the then current Code of Ethics and Conflict of Interest. The signed certifications of adherence shall be kept in the office of the Corporation.

Section 2. Review. The Audit Committee shall review annually the Corporation's compliance with its Code of Ethics and Conflict of Interest and shall report to the Executive Committee, which shall take action as may be required. The Board of Directors shall review not less than every two years the Code of Ethics and Conflict of Interest.

Article IX - Amendments.

Section 1. Certificate of Incorporation. Amendments to the Certificate of Incorporation may be adopted by vote of at least two-thirds (2/3's) of the full Board of Directors.

Section 2. By-Laws. These By-Laws may be amended or repealed, in whole or in part, and new or amended By-Laws adopted by the Board of Directors at any time, upon notice of the proposed action by the affirmative vote of at least two-thirds (2/3's) of the full Board of Directors.



TOWN OF GREENWICH

FINANCE DEPARTMENT

MEMORANDUM

TO: Ben Branyan, Town Administrator
FROM: Ron Lalli, Director of Risk Management *RJ*
DATE: August 13, 2015
RE: Greenwich Adult Day Care Lease Renewal

I have communicated my suggestions for an updated insurance requirement for the draft lease document dated August 10, 2015. All Risk Management changes are in fact incorporated in Section 9 of the lease document.



*Assessor's Office
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
(203) 622-7700
(203) 618-7655 Fax*

-MEMO-

To: Benjamin Branyan
From: Tim Girian
cc: Lauren Elliott, Aamina Ahmad
Date: August 12, 2015
Re: 125 River Road Extension (08-4610/s)
Greenwich, CT

As requested, I have reviewed the above referenced subject property.

According to the information presented to date, the subject property contains 4.0 acres and is an approximately 4,807 square foot building (first floor). The subject is located on a WB, Waterfront Business zone and is identified as 08-4610/s in the assessor's records.

The town has a value of \$3,540,600 which is reasonable for your purposes on its assessor's card. Therefore, as of the date of this memo, the valuation of the subject property market value is:
\$3,540,600.00.

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
08-4610/S

Parent Parcel Number

Property Address
RIVER ROAD EXTENSION 0125

Neighborhood
2310 EAST PUTNAM AVE. PERIPHERAL

Property Class
299 Exempt Commercial

TAXING DISTRICT INFORMATION

Jurisdiction 57 Greenwich, CT

Area 001

Corporation 057

District 08

Section & Plat 310

Routing Number 7172E0003

Site Description

Topography:

Public Utilities:
Sewer, Electric

Street or Road:

Neighborhood:

Zoning:

WB Waterfront Business 1 Primary Commercial

Legal Acres:
4.0000

OWNERSHIP

TOWN OF GREENWICH C/O FINANCE DEPT
101 FIELD POINT RD
GREENWICH, CT 06830

LOT NO 34 RIVER RD EXT & EAST PUTNAM AVE E3

Tax ID 384/001

TRANSFER OF OWNERSHIP

Date

07/31/1989 CONNECTICUT, THE STATE OF

\$0

Bk/Fg: 1959, 80-82

EXEMPT

VALUATION RECORD

Assessment Year	10/01/2005	10/01/2006	10/01/2007	10/01/2008	10/01/2010
Reason for Change					
VALUATION	L 1175400	1175400	1175400	1175400	2010 Reval
Market	B 1552300	1660100	1971300	2236600	1145400
	T 2727700	2835500	3146700	3412000	2395200
VALUATION	L 822780	822780	822780	822780	3540600
70% Assessed	B 1086610	1162070	1379910	1565620	801780
	T 1909390	1984850	2202690	2388400	1676640
					2478420

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	-or- Actual	Effective	Depth	Rate	Rate	Value	Factor	
Frontage	Frontage	Depth	Square Feet					
			174240.00	32.87	32.87	5727200 J	-80%	1145400

BP06: 5-4310 gut/rmvtn/cnvrsn for use as adult day care facility 80%
cmplt for 10/06.
BP07: 5-4310 Most int finishes cmplt for 10/07. PFE installation TBC
and site imprvmnts. Rvst.
BP08: 5-4310 Cmplt of cnvrsn to adult day care facility. Redefine bldg
sketch, site improvements and uses. (See also 08-4510/s).
DBA: River House -- Greenwich Adult Day Care (GADC)
Supported by parking on 08-4510/s. Location of "fishway" @
dam along eastern side of building.
GEN: Allocated 4 ac parcel w/ pump house and dam at southern end of
Mianus Pond, contiguous to the north side of East Putnam Ave,
east of River Rd Ext. (See also 08-4610/P). Situs revised from
East Putnam Ave (2365N0084). RCS - 1/18/06.
P: 34 dmtrcd spcs on this and 08-4510/s
VC: COST 80% cmplt for 10/06. 95% cmplt for 10/07. 100% as of
CO-5/29/08.

Supplemental Cards

TRUE TAX VALUE

1145400

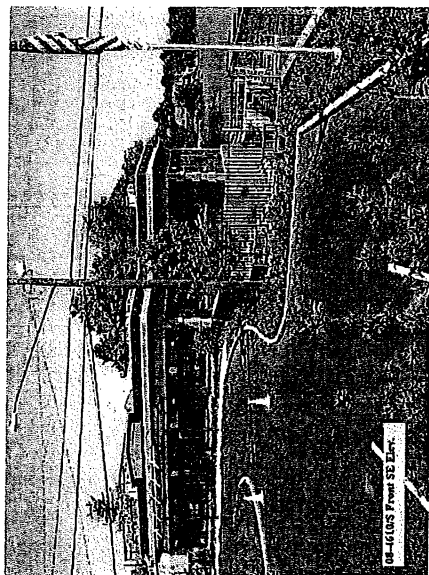
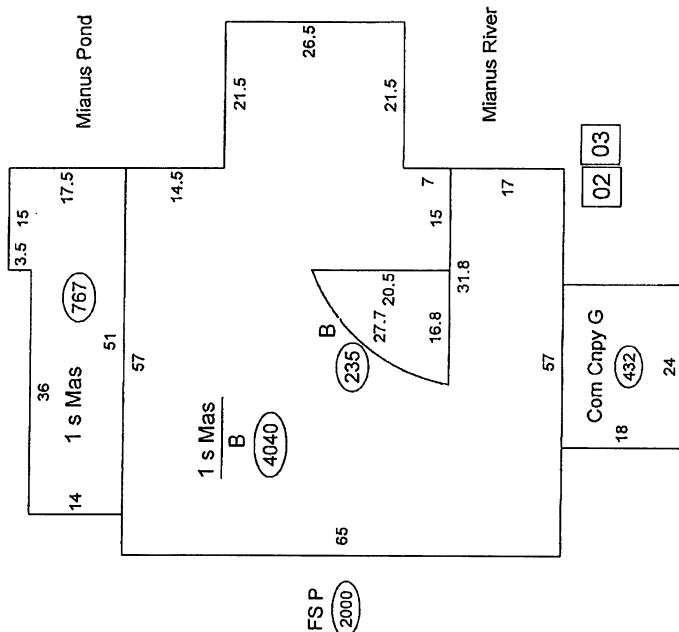
Supplemental Cards

TOTAL LAND VALUE

PHYSICAL CHARACTERISTICS

ROOFING				
Built-up				
FRAMING				
F Res	B	1	2	U
R Conc	0	4807	0	0
FINISH				
UF	SF	FO	FD	
B	4275	0	0	0
1	4807	0	0	0
Total	9082	0	0	0
HEATING AND AIR CONDITIONING				
Heat	B	1	2	U
Sprink	4275	4807	0	0

IMPROVEMENT DATA



SPECIAL FEATURES

Description	Value	ID	Use	Sty Hgt	Const	Year	Eff	Base	Feat-	Adj	Size or	Computed	Phys Obsol	Market	Value
C : Remod 2008		C	DAYCARE	0.00	Good	1927	1995	GD	0.00	N	0.00	4807	0	0	100
		01	COMCNPYG	0.00	Good	2008	2008	GD	35.00	N	35.00	432	15120	1	100
		02	ELEVCOM	2.00	2E	2008	2008	GD	100500	N	100500	100	100500	1	100
		03	PAVING	0.00	Gd-	2008	2008	GD	4.50	N	4.19	2000	8380	1	100
															8300
															2272400
															15000
															99500
															8300

Data Collector/Date	Appraiser/Date	Neighborhood	Supplemental Cards	TOTAL IMPROVEMENT VALUE
bd 06/09/2008	MVS 10/01/2010	Neigh 2310 AV		2395200



DEPARTMENT OF PUBLIC WORKS
Building Construction & Maintenance Division

MEMORANDUM

To: Ben Branyan
From: Alan Monelli, Superintendent
Date: August 21, 2015
Subject: Lease Facility Inspection, Greenwich Adult Daycare, River House

On Thursday, August 20, 2015, I had the opportunity to tour the River House, formerly the Mianus Pump Station, at 125 River Road Ext., with Greenwich Adult Day Care, Inc. Director of Program Services Peg Drenckhahn. I found the building and premises are in good repair and in safe condition.

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.