1. Meeting Materials

Documents:

APRIL 6, 2017 AGENDA PACKET.PDF
APRIL 6, 2017 MEETING AGENDA.PDF
BOARD OF SELECTMEN MEETING

Thursday, April 6, 2017
10 a.m.
Town Hall Meeting Room

AGENDA

1. Welcome and Pledge of Allegiance

2. Approval of Minutes
   a. Special Board of Selectmen Regular Meeting on March 15, 2017
   b. Board of Selectmen Public Hearing March 16, 2017

3. First Selectman’s Updates – Peter J. Tesei

4. Old Business
   a. Proposed Charter Revision changes regarding the Board of Education.

5. New Business
   a. Children’s Day School Lease

6. Appointments and Nominations

7. Executive Session
   a. Pending Litigation

8. Adjourn

Peter J. Tesei
First Selectman

Town Clerk

This certificate received on file
On APR 04 2017
At 2:05PM

"The Town of Greenwich is Dedicated to Diversity and Equal Employment Opportunity"
1. The meeting opened at 10:07 A.M. with the Pledge of Allegiance.

   a. Attendance:
      I. First Selectman Peter J. Tesei - Present
      II. Selectman John Toner - Present
      III. Selectman Drew Marzullo - Present

   The First Selectman greeted and welcomed attendees commenting that it was a Public Meeting of the Board of Selectmen who reserve the right to call on people to propose questions and make comments.

2. Approval of Minutes
   a. Minutes of the Regular Board of Selectmen meeting held on 2-10-2017 were moved for approval as amended by Mr. Toner, seconded by Mr. Marzullo. The motion passed unanimously.

3. First Selectman's Update
   a. Mr. Tesei said that he and the other Selectmen have received numerous communications from residents regarding the recent increase of religious intolerance incidents both nationally and regionally. He said that he and the Board support efforts with residents to stand united for tolerance of religious and social values. He then read a joint statement from the Board regarding religious intolerance.
   b. Mr. Tesei said he attended the Feb. 27 installation of new officers of the American Legion Post 29 in Glenville.
   c. A letter from the Greenwich Credit Union to the Department of Public Works was read aloud. It detailed and thanked crews for the work done to spruce up the neighborhood where the credit union is located on Old Post Road #3.
   d. Regarding the ongoing water emergency situation, Mr. Tesei discussed attending two meetings – in Stamford and in Darien – regarding how towns can reduce municipal water consumption while reservoirs and supply systems continue to operate at below-normal levels. Mr. Tesei explained that there is a lack of uniformity throughout Connecticut on what shall trigger water conservation measures. He said that Greenwich is fortunate to have such regulations and that conservation efforts by residents are working. He urged residents to continue to strive for a 20% overall reduction in water consumption. These conservation efforts also apply to residents who rely upon private wells. Further details and updates on the water situation will be given later in this meeting by Conservation Director Denise Savageau and Health Director Caroline Baisley.
   e. Selectmen Drew Marzullo and John Toner reported they attended the Feb. 23 infrastructure roundtable discussion hosted by U.S. Sen. Chris Murphy here in Town Hall was well-attended by residents, local officials and town department heads. Mr. Marzullo said that the Senator promised to advocate for funding of
Connecticut highway infrastructure projects. He said that there is a total of $1 trillion available and with thousands of projects to be submitted by each of the 50 states, competition for funding will be difficult.

f. Mr. Tesei said the New Lebanon School project was the subject of meetings and a hearing held March 1 in Hartford by the Legislature’s Education Committee. He said he has received dozens of emails from residents with a vast majority supporting the new school building project.

4. Old Business

Report/Recommendation of the Selectmen’s Board of Education
Charter Revision Advisory Committee:
Mr. Tesei thanked Committee Chair Joan Caldwell and the committee members for their continued dedicated time and collegiality during the past several months as they reviewed options for possible changes to the Board of Education election process. He said that the committee looked beyond the original proposal during its consideration; that the Board of Selectmen will hold a Public Hearing on March 15 to take comments on the proposal(s) and a Special Meeting on March 16 to possibly vote on same. The Representative Town Meeting (RTM) will have the final say in terms of any changes that could be made to the process, Mr. Tesei said.

Mr. Marzullo also thanked the five-member committee for its work and expressed concern that the Board of Selectmen would review 19 different options that were developed by the Committee over a six-month period and is expected to vote the following day on an option. He suggested that the Selectmen consider delaying its vote so that a proposal could be presented to the RTM for the June Call. Mr. Tesei said he would seek the advice of counsel, Town Attorney John Wayne Fox.

The Selectmen’s Board of Education Charter Revision Committee Secretary Brian Peldumas presented the Committee’s majority report/recommendation, explaining it is the result of work that identified goals, receiving input and information from various resources in Town. (The Committee’s majority report is attached.)

Selectmen’s Board of Education Charter Revision Committee member Bill Finger presented his minority opinion report on options, which in summary was that no change be made to the current process. (Mr. Finger’s report is attached.)

b. Update/review of the Town-wide water use restrictions:
Conservation Director Denise Savageau made a PowerPoint presentation on the current water/reservoir situation. Town reservoirs are at about 80% capacity, less than the 88-90% capacity typical for this time of year. Ms. Savageau explained that even if reservoir levels continue to increase, there is a need to control and reduce water demand by residents who are serviced not only by Aquarion but also by private wells. She also explained that the trigger levels for implementing water conservation efforts are 20 years old and need to be reviewed and updated. Given the new reservoir levels and the state continuing the water emergency, the Selectmen need to amend the water irrigation restrictions for residents.

On a motion by Mr. Toner, seconded by Mr. Marzullo, the Board of Selectmen voted 3-0 to amend water irrigation restrictions so that...
hand-held water devices, power washing, and the washing of cars and boats are allowed.

5. New Business
   a. Sebastian Dostmann of Sebass Events presented a request seeking Board of Selectmen approval to close a portion of Greenwich Avenue – from Amogerone Crossway to Lewis Street on four (4) Sunday mornings for Greenwich Cars & Coffee, an informal gathering of car owners/aficionados to display and view collectible automobiles. The dates are April 30, June 18, August 6 and October 15, from 8 a.m. to 10 a.m.

   Mr. Tesei made a motion to approve the closures, subject to review/approvals by the Police and Parks and Recreation departments. Following a second by Mr. Marzullo, the motion was unanimously approved.

6. Appointments and Nominations

   Mr. Tesei said thanked Housing Authority of the Town of Greenwich member George Yankowich who was stepping down after nearly 12 years of service.

   Mr. Toner said there were two (2) open positions on the Commission on Aging.

   Mr. Toner nominated Ann Marie Hynes, to a three-year term replacing Kate Brennan, expiring March 31, 2020. The appointment was unanimously approved following a second by Mr. Marzullo.

   Mr. Toner nominated Dr. Ellen Wolfson to a three-year term on the Commission on Aging, expiring March 31, 2020. The appointment was unanimously approved following a second by Mr. Marzullo.

   Mr. Toner renominated Robert Sisca to a three-year term to the Board of Ethics, expiring March 31, 2020. The appointment was unanimously approved following a second by Mr. Marzullo.

   Mr. Tesei nominated Analisa Fernandez to a three-year term to the Board of Social Services, expiring March 31, 2020. The appointment was unanimously approved following a second by Mr. Marzullo.

   In motions made by Mr. Marzullo and seconded by Mr. Toner, the following members were unanimously reappointed to the Selectmen’s Nominations Advisory Committee, with terms expiring June 30, 2020: Emily Sternberg, Richard Shapiro and Rita Baker.

7. Executive Session
Mr. Toner made a motion to enter into executive session at 12:21 A.M. The Board voted 3-0 in favor, following a second by Mr. Marzullo.

Present in Executive Session were: Community Development Grants Director Princess Erfe; attorney William Kupinse; Executive Assistant to the First Selectman Barbara Heins.

Mr. Toner moved to exit Executive Session at 1:01 P.M., seconded by Mr. Marzullo, the Board voted 3-0 in favor.


Upon a motion by Mr. Tesei seconded by Mr. Toner, the Board voted 3-0-0 in favor of the settlement.

b. Full and Final Settlement of residential tax appeal Docket # FST CV 16-6029019S – Parcel No. 06-3599/S vs. Town of Greenwich for a credit of approximately $11,181 against future tax payments.

Upon a motion by Mr. Tesei seconded by Mr. Toner, the Board voted 3-0-0 in favor of the settlement.

c. Full and Final Settlement of Commercial Tax Appeal Docket # HHB CV 11-6022816 – Parcel No. 01-1722/S and Parcel No. 01-1723/S vs. Town of Greenwich for a credit of approximately $6,808 against future tax payments.

Upon a motion by Mr. Tesei seconded by Mr. Toner, the Board voted 3-0-0 in favor of the settlement.

d. Following motions made by Mr. Toner that were seconded by Mr. Marzullo, the Board unanimously approved settlement of the following Worker's Compensation Claims:

# 0079498 and 0087454 for $150,000.
# 0103138 for $65,000 of which the Town is responsible for $44,300.
# 0114429 for $21,500.
# 0126529 for $5,682.02.

8. Adjournment

Mr. Toner motioned to adjourn at 1:18 P.M.; seconded by Mr. Marzullo, the Board voted 3-0 in favor.

The Board of Selectmen will hold a Public Hearing to receive comments on the Selectmen's Board of Education Charter Revision Committee at 6 p.m. March 15.
The next Meeting of the Board of Selectmen is a special session scheduled on Thursday, March 16 at 3:00 P.M. in the Town Hall Meeting Room.

The next regularly scheduled meeting of the Board of Selectmen is scheduled for March 23, 2017.

Peter J. Tessei First Selectman

Prepared by Barbara A. Heins
Recording Secretary
TOWN OF GREENWICH, CONNECTICUT

CHARTER REVISION COMMITTEE REGARDING THE BOARD OF EDUCATION ELECTION PROCESS

FINAL REPORT TO THE BOARD OF SELECTMEN

EXECUTIVE SUMMARY

The Board of Selectmen Board of Education Charter Revision Committee was charged to “at least make a recommendation on the proposal to expand the Board of Education membership from eight (8) to 10 members.”

The Committee was guided by four goals:

- Competition: To give voters the ability to select among all of the candidates presented, regardless of party or affiliation.
- Choice: To establish an election structure which would increase the number of candidates presented to voters.
- Voter Engagement: To give all voters, including unaffiliated voters, a larger say in the entire selection, vetting and election process.
- Accountability: To increase the accountability of the members of the Board of Education to the voters.

By a vote of 4-1-0, the Committee recommends that the Town of Greenwich modify the Town Charter to elect three Board of Education members in one municipal election cycle, and five Board of Education members in the other municipal election cycle. Further, the Committee recommends that the Town of Greenwich adopt provisions of the Connecticut General Statutes which allow each political party to nominate, and voters to vote for, the total number of candidates to be elected (i.e., three or five).

This structure allows the electorate to decide whether a balanced or unbalanced Board of Education best serves the Greenwich Public School system. It allows competition among the candidates of the two major parties and it will likely result in more candidates being presented for election. While it does not make the pathway to election easier for an unaffiliated candidate (which, in fact, none of the allowable and feasible alternatives does), it introduces no new hurdles for possible unaffiliated (“Petition”) candidates in comparison to the current situation. Through competition and choice, it will engage all voters, whether registered with a party or unaffiliated, and will allow for individuals and parties to be held accountable for their actions or inactions.
Committee Report

I. Charge and History

   a. Charge from Board of Selectmen

"The Committee was appointed by the Board of Selectmen following a request submitted by Mr. Barry Rickert and several other members of the Representative Town Meeting (RTM). Any recommendation made by the Committee will require the approval of the Board of Selectmen and then the RTM. This process will not affect the Town’s Home Rule under the Town Charter. It is expected that the Committee will at least make a recommendation on the proposal to expand the Board of Education membership from eight (8) to 10 members.”  (Emphasis added - taken from minutes of Committee meeting 31 August 2016)

The election of Board of Education members is currently governed by Town Charter (Section 38) and Connecticut General Statutes (Sections 9-167a, 204, 204a, 204b, 205, 206, 206a and 414).

   b. History of previous charter changes

In June 1966, the Town Charter was changed to provide for the election of eight (8) members of the Board of Education (see Appendix d.). Previously there were six members.

"Resolved, that “The board of education shall consist of eight members, each of whom, except as hereinafter provide, shall serve for a term of four years. At the first biennial town election from and after the effective date hereof, two members shall be elected, each for a term of two years, and two members shall be elected, each for a term of four years. At each succeeding biennial town election thereafter four members shall be elected, each for a term of four years. Members shall serve until their successors shall be elected and shall be qualified. The board shall, not later than one month after the date on which the newly elected members take office, elect by ballot from its number a chairman and elect a secretary of such board and may prescribe their duties. If such officers are not chosen after one month because of a tie vote of the members, the selectmen shall choose such officers from the membership of the board. At all meetings of the board the chairman shall be entitled to vote, but in the event of a tie the chairman shall not have an additional vote.”

In June 1975, the Town Charter was changed to provide for the nomination by each political party of up to four candidates. Previously, each political party could only nominate two candidates.

In September 1996, the RTM considered a resolution which stated:

“Resolved, that the Town of Greenwich hereby adopts the provisions of Connecticut General Statutes Annotated Paragraph 9-204b as pertains to the Board of Education.” This paragraph provides for “Optional alternative system for towns with four-year terms for boards of education” and provides (in the case of an eight member Board) the ability for a majority, as defined in Section 9-167a, of seats to be held by one party. The resolution failed.

   c. Committee meetings
Committee meetings were held on:

31 August 2016, 2:00 PM – organizational meeting

13 September 2016, 6:00 PM

27 September 2016, 7:00 PM

4 October 2016, 7:00 PM

18 October 2016, 7:00 PM – meeting with current members of the Board of Education

25 October 2016, 7:00 PM – meeting with current chairs of Democratic and Republican Town Committees, and with representatives of PTA Council

1 November 2016, 7:00 PM – meeting with former chairs of the Board of Education

9 November 2016, 7:00 PM – public forum

15 November 2016, 7:00 PM

22 November 2016, 7:00 PM – meeting with current chair of the RTM Education Committee

29 November 2016, 7:00 PM – recap of discussion with Superintendent from another CT school district

7 December 2016, 7:00 PM

20 December 2016, 7:00 PM – recap of discussion with past and current Superintendent search firms

10 January 2017, 7:00 PM – meeting with Town of Greenwich Law Department representatives

19 January 2017, 7:00 PM

14 February 2017, 4:00 PM

1 March 2017, 7:00 PM

  d. Committee Members

Joan Caldwell – chair

William Finger

Barry Rickert

Peter von Braun

Brian Peldunas - secretary
II. Committee Goals

Throughout its discussion and deliberation, the Committee attempted to gauge how any change to the charter would impact the election process relating to a variety of considerations: the number of candidates presented to voters, the provision of choice among the candidates, the appropriate representation of voters' wishes, and the ability of the election process to allow voters to hold Board of Education members accountable for student performance. In considering alternatives, the Committee found solutions to these considerations to be severely limited by state statute or local party by-laws.

An explanation of the endorsement and election process is warranted. Each party may endorse up to a maximum of four individuals. Non-endorsed individuals may petition onto the party ballot by meeting the requirements set forth by the state (in the case of the Republican Party) or by town party by-laws (in the case of the Democratic Party). If more than four individuals in one party are interested in competing for the four ballot spots for that party, a primary would be held. Unaffiliated individuals may petition onto the general election ballot by meeting the requirements set forth by the state (see appendix for examples of signature requirements).

Because of the version of the State of Connecticut minority representation statute that Greenwich adopted in its Town Charter, no party may have more than four seats on the eight-member Board of Education. Four members are elected every two years. In the event a party has more than two individuals on the ballot, a maximum of two can be seated. Voters can vote for four individuals, but because of the structure adopted by the Town, candidates are in reality only competing with individuals from the same party. This structure could lead, and has led, to the situation where, when one party has three or four individuals on the ballot, an individual who receives more votes than one or more candidates of the other party is not seated in lieu of the other party candidates.

a. Increased competition among candidates

A goal of the Committee was to give voters the ability to select among all of the candidates presented, regardless of party or affiliation, through increased competition.

As a result of the state statutes for minority representation adopted as part of the Town Charter, and unless there is an unaffiliated candidate, candidates are only competing against members of their own party, and not with candidates from the opposition party. This could limit voters' ability to select the most qualified candidates, regardless of party. In the five elections since 1991 where Republicans have had three or four candidates on the ballot, there have been four occasions where a Republican candidate gathered more votes than one or both of the seated Democratic candidates. It is not for the Committee to judge the qualifications of these candidates; however it can be argued that such judgment should be in the hands of the voters. More competition would likely lead to more scrutiny, public vetting, comparison of candidates, and open debate, resulting in better selection of Board of Education members.

The current structure may encourage intraparty strife, given that each party's candidates are competing only against each other. Adopting a structure which permits competition between the parties'
candidates may reduce this strife, given the reality that a candidate would be competing against all other candidates, not just those from his or her party. Inter-party competition may also encourage more candidates to run, as they would not be discouraged by seeming to run only against their own party members.

The current structure may limit desirable debate between the parties on education philosophy. If a candidate is only competing against a member of the same party, little debate is likely. The added competition would prompt wider debate amongst all of the candidates, providing for increased exposure of ideas for the voters.

b. Increased choice of candidates presented to voters

A goal of the Committee was to establish an election structure which would increase the number of candidates presented to voters.

A consistent issue raised by many voters has been the limited number of candidates from which to choose. Recent election cycles have seen more than the “minimum” of two candidates per party presented on five of six opportunities over the three cycles from 2011-2015. However, historically (1981-2009) the parties have provided a choice to the voters on only nine of the 30 opportunities (although at least one endorsed candidate has withdrawn prior to the election). In 2013, where there were more than two candidates on the ballot for each party, voter choice was a result of two candidates petitioning onto their respective party lines after failing to obtain an endorsement from their parties.

i. Party nominees

During the process leading up to the determination of the candidates for each party, the roughly 75 members of the Democratic Town Committee and the roughly 60 members of the Republican Town Committees (DTC and RTC, respectively) endorse from two up to a maximum of four individuals. As noted, if five or more individuals in one party are interested in competing for the four ballot spots, a primary would be held. Since 1991, there is no record of a primary being required for either party for the Board of Education election.

Given the desire of voters to have more candidates on the ballot, the Committee inquired into the reasons for the limited number of candidates. The reasons given include lack of interested individuals, the difficulty of obtaining a ballot position if not endorsed, and a desire on the part of each of the parties to eliminate the other party’s members’ ability to decide the individuals elected from their party. Since voters can cast votes for either parties’ candidates, the belief is that running more than two candidates would turn the general election into a primary, in which the other party’s voters could participate in the selection of opposition party winning candidates.

ii. Unaffiliated Petition candidates
The roster of unaffiliated voters has increased over time such that approximately 37% of the current registered voters are unaffiliated. In fact, unaffiliated voters now outnumber registered Democrats or Republicans in Greenwich. Yet, since at least 1981, there has not been an unaffiliated resident elected to the Board of Education, and only two residents have run as unaffiliated candidates (1995 and 2009). This may be a result of the structural and perceptual hurdles presented by the ballot itself. That is, an unaffiliated resident who obtains the required number of petition signatures to qualify for the ballot is listed as a “Petition” candidate, and is listed below the two parties’ slates of candidates. In addition, the parties represent a built-in support mechanism for their candidates, which an unaffiliated candidate would lack. The lack of unaffiliated candidates could also be from a belief that qualifying for a ballot position is difficult, although the number of signatures required would only be one percent of total voters in the previous like election (i.e., municipal election). Another potential reason no unaffiliated candidate has been elected is because unaffiliated voters turn out at about half the rate of Republican voters, at least in municipal elections in Greenwich.

c. Improved engagement of all voters

A goal of the Committee was to give all voters, including unaffiliated voters, a larger say in the entire selection and election process.

The selection of party endorsed candidates has been and will likely continue to be a closed process, limited to party members and controlled by the town political committees. There is nothing that the Town Charter can mandate that will change this process, but there are several areas in which the Committee would like to encourage a different view of the respective party processes in order to provide greater choice to voters. These areas are detailed in the recommendations section below.

Under the current Board structure, if the parties choose to endorse only two candidates, and unless one or more unaffiliated or party candidates petition onto the ballot, unaffiliated voters are severely limited in the input they have in the election process. While this may be a consequence of the unaffiliated voter’s decision to be unaffiliated, an election process which allows candidates to not have to engage all voters, regardless of affiliation or lack thereof, will tend to produce suboptimal results. The pool of unaffiliated voters should be engaged in the candidate selection process, and in the election process. The former can be done through encouraging more unaffiliated candidates (see the recommendation section below); the latter can be done by providing an increase in the number of candidates, and/or more inter-party competition among candidates.

A structure which permits competition among all candidates and requires engagement by all candidates provides a greater opportunity for the will of the people to be heard. In addition, such a structure would force all candidates to engage with unaffiliated voters, thereby allowing for greater access to the election process by these voters.

d. Increased accountability of Board of Education members
A goal of the Committee was to increase the accountability of the members of the Board of Education to the voters.

A basic tenant of our democracy is that all elected officials should be accountable to the voters who elect and re-elect them. This accountability extends to the officials’ actions and statements, and to the actions and statements of their parties, if applicable. The election process for the Board of Education falls significantly short of accomplishing this basic accountability. If the parties place only two individuals each on the ballot and there are no Petition candidates, there is only accountability to the roughly 135 individuals who make up the DTC and the RTC, not to the voters of Greenwich.

In the current situation where the Board is split evenly as dictated by state statutes and Town Charter and, where there is no competition between parties and (historically) minimal competition within parties, there is also limited accountability. Accountability can be encouraged by providing choice and competition in the election process for incumbents. In the case where a party has the majority of seats, that party and its members as a whole should be held accountable for the success or failure of the students in their charge. This would drive a deeper examination of the platform of each party (perhaps even encourage each party to develop a local version of their national education platform, something neither has done to date), and would open the beliefs of the candidates and of the parties to more scrutiny. In summary, the Committee recognizes that nothing it can do will directly improve the education being received by students. Nor is it the function of the Committee to judge the effectiveness of the Board of Education, its members, or the school district itself. However, by eliminating constraints and perceptions which might limit the pool of possible candidates, by enabling the engagement of more voters, and by enabling scrutiny of and competition among all of these candidates, a better sense of the Town’s desires for its students would be reflected in those elected to the Board of Education. This better representation could lead to more effective policies and practices in the governance of the Superintendent, and by extension, the entire Greenwich Public Schools. The Committee believes that achieving the four goals above will lead to the improved education of students.
III. Determination of possible structures
   a. Current BoE sizes and structures in Connecticut

Based on data provided by the Connecticut Association of Boards of Education, the 166 Boards of Education in Connecticut break down by size as follows:

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| 13      | 1                | (Region 5 combined district)

State statute provides for Board sizes from 3 to 12. The Board for Region 5 Public Schools is a multi-district Board providing middle school and high school to Bethany, Orange and Woodbridge. There is only one non-partisan Board in Connecticut (Berlin Public Schools). This structure was grandfathered in before the current state statutes governing Boards of Education went into effect in 1966. Berlin had a referendum in November 2016 (which was defeated) to eliminate the non-partisan Board. As far as can be determined, no other town has attempted to convert to a non-partisan Board.

The majority of the Boards (134 of 166) have an odd number of members, possibly reflecting the preference to avoid tie votes (see recap of discussions with CT Superintendent and Superintendent Search Firms).

b. Variables: number of members, term, method of rotation

As permitted under the charge, i.e., “It is expected that the Committee will at least (emphasis added) make a recommendation on the proposal” (that is, the proposal is the same as the charge), the Committee took the approach that it would consider a wide slate of possibilities for change to the size and structure of the Board of Education, before narrowing the possibilities based on the limitations in place and based on the feasibility of the specific possibility. The variables considered were (1) number of members (state statutes allow for three to twelve member Boards), (2) term (state statutes allow for
two, three, four, or six year terms), and (3) method of rotation (i.e., how many members are elected in each cycle). CGS Sec. 9-206a (Optional number of members and terms of boards of election) provides the leeway to consider the range of alternatives.

In considering the possible combinations of the first two variables, the Committee found the discussion with current and former Board of Education members persuasive in their guidance to keep the size (eight members) and the term (four years) of the Board of Education the same. The main reasons cited for maintaining an eight member Board were (1) to not increase the number of members to whom the Superintendent would report, (2) to minimize change during the current Superintendent search process, and (3) to maintain a balanced Board.

Other interested parties (Superintendent of another district, Superintendent search firms) offered additional and slightly varying input. The Superintendent and the search firm indicated a preference for an odd number of members, to prevent tie votes, and both opined that smaller was better. The search firm feedback was that a good candidate would not be dissuaded by the size and possible change to the Board structure.

Consideration was given to seven or nine member Boards. Although this would eliminate in most cases the possibility of a tie vote, it would also force the Board into an unbalanced partisan situation (if there were no unaffiliated or minor party members). A nine member Board would provide additional resources to carry out the work of the Board, but would increase the number of interactions for the Superintendent; a seven member Board would achieve the opposite of the previous two impacts (fewer resources, but fewer interactions).

In regard to the term of service, there was discussion about the impact of turnover on the Board’s relationship with the Superintendent, but there was no support voiced for extending the term to six years. Based on discussions with current Board of Education members, four years appeared to provide adequate length of service for new members to come up to speed and contribute, while smoothing out the impact of potential new members every two years.

Each town can, according to CGS Sec. 9-206a “provide in an ordinance or charter provision for method of rotation.” This allows flexibility in the number of Board members elected in each biennial cycle. The Committee considered the status quo (four members elected in each cycle), as well as what became known as the “Glastonbury model” (after Glastonbury, CT where this structure is in place) of alternating between electing three and electing five in each biennial cycle.

c. Requirements of state statutes

The most significant requirement imposed by state statute is not on number of members or term, but on the requirement for minority representation (Sec. 9-167a) on the Board of Education. Depending on the number of candidates to be elected, no more than one-half can be from the same political party (if the number to be elected is even) or no more than a bare majority can be from the same political party (if the number to be elected is odd). In the case of an eight member Board, one political party could
have four members or five members, depending on the method of rotation selected (i.e., four members elected in each cycle, or alternating three and five).

Two other related requirements of state statutes warrant discussion: the number of permitted candidates from each political party, and the number of candidates a voter may vote for in the election. Sections 9-203, 9-205, and 9-206a ("option 1") all limit the number of candidates from a political party, and the number of candidates a voter can vote for, to one half of the total number to be elected (if the number to be elected is even) or no more than a bare majority of the total number to be elected (if the number to be elected is odd). In contrast, Sections 9-204a and 9-204b ("option 2") allow a political party to nominate, and a voter to vote for, as many candidates as the total number to be elected.

The current Greenwich election system allows a political party to nominate, and a voter to vote for, four candidates (option 2). The current system also limits a political party to four Board members. The combination of these three elements has caused confusion in the past, as a candidate with a higher vote totals may not be seated because of the limitation that the Board of Education have no more than four members of the same political party. This may come about if one party (the first party) nominates three or four candidates, and those three or four candidates earn more votes than candidates from the other party (the second party). Under the current system only the two highest vote getters from the first party will be seated, along with the two highest vote getters from the second party, even if the third and/or fourth candidates from the first party earn more votes than the two highest vote getters from the second party. While this feature of the current election system may be confusing to some and may be considered unfair by others, it does provide the opportunity for more candidates to be presented to the voting public. If option 1 is adopted, the Committee recognizes that it lends itself to simplicity, but also limits the choice presented to the voting public.

d. Partisan (balanced), Non-partisan, Partisan (unbalanced)

Partisan (balanced): The current Board of Education is partisan, with equal representation from the Democratic Party and from the Republican Party among its eight members. There are many arguments in favor of a balanced Board, the foremost of which is that it removes politics from the Board’s deliberations by providing equal power to each of the parties. Any decision made by the Board must have the support of five members, including at least one of the other party. It has been noted that very few tie votes have been recorded in recent history, other than those relating to Board officers, and that voting on significant issues (school start time, racial balance) has not been strictly along party lines.

Non-partisan: The desirability of a non-partisan Board of Education was raised repeatedly in meetings with interested parties, and during the public forum. As noted above, only one Board of Education in Connecticut is non-partisan (Berlin). The Committee in general felt that a non-partisan Board merited detailed investigation, for a variety of reasons: why only one existed in Connecticut, what was the process to convert to such a structure, why no other towns had taken that step, why legislative action had not provided for the structure, and whether Greenwich should pursue such a change.
Partisan (unbalanced): Given that the large majority of Boards of Education in Connecticut have an odd number of members, one can conclude that a similar majority are unbalanced in nature. Lacking unaffiliated members, only Boards with even number of members could be balanced, and even those of size six or ten members could be unbalanced, given normal election rotations.

An attempt was made to determine if district performance (as per the State Department of Education 2014-15 Next Generation Accountability report - http://www.sde.ct.gov/sde/cwp/view.asp?a=2683&Q=334346) could be correlated to the size or partisan nature of a town’s Board of Education. Of the 30 districts in DRG A (e.g., Darien, New Canaan) and DRG B (e.g., Greenwich, Fairfield, West Hartford), 24 have seven, eight or nine member Boards. The average Accountability Index for the seven member Board districts was 88.8 (8 districts), for the eight member Board districts was 89.2 (4 districts) and for the nine member Board districts was 89.6 (12 districts). Although there appears to be a trend of improved performance with increased Board size (at least up until ten Board members), there was no statistical difference among the three groups (i.e., seven, eight, and nine members). Greenwich had an index of 89.3.

Assuming that the odd number sized Boards are unbalanced, there is also no statistical difference in performance among the seven (partisan), eight (balanced partisan likely, although this group does include Glastonbury), and nine (partisan) member towns.

<table>
<thead>
<tr>
<th>Number of Board Members</th>
<th>Average Acct Index</th>
<th>Standard Deviation Acct Index</th>
<th>Number of Towns</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>87.0</td>
<td>2.6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>88.8</td>
<td>2.3</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>89.2</td>
<td>1.0</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>89.6</td>
<td>2.4</td>
<td>12</td>
</tr>
<tr>
<td>10</td>
<td>86.9</td>
<td>0.6</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>83.6</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

Of the top ten districts from DRG A and B by number of students, five had seven member Boards, two (including Greenwich, at third largest) had eight member Boards, and three had nine member Boards.
IV. Input and Guidance from Public, Interested Parties, Town Officials and State Officials

The Committee conducted one public forum and invited comments from those in attendance at most of its other meetings. Guidance was also sought from Town of Greenwich officials, and from the Connecticut Secretary of State’s office. While it is impossible to capture all of the nuances of the points raised, the minutes of the meetings attempt to reflect the input of interested parties (as defined below), and the summarized opinions expressed at the public forum. The minutes of the meetings are attached in the appendix, and cross-referenced below by date.

a. Public Input

A public forum was held 9 November 2016. “By count of the Secretary, approximately 65-70 people attended the session, and 25 people spoke. Ten individuals were in favor of expanding the Board, ten were against, and five did not express a view either way. Nine people discussed a non-partisan Board, and seven discussed unaffiliated voters.” (Taken from the minutes of the 9 November 2016 meeting).

In addition, members of the public (not associated with an interested party) spoke at other meetings, including 1 November, 15 November, 22 November, 7 December.

b. Interested Party Input

The Committee invited a number of interested parties to specific meetings.

i. Political parties

The chairs of the Democratic Town Committee and the Republican Town Committee addressed the Committee on 25 October 2016, and provided written comments (see appendix). In addition, both chairs provided input at and/or attended other meetings (4 October, 1 November, 15 November, 7 December, 20 December, 10 January, 19 January), as did other officers and members of the Town Committees.

ii. Current Board of Education members

The current members of the Board of Education addressed the Committee on 18 October 2016. In addition, members provided input at and/or attended other meetings (31 August, 27 September, 25 October, 7 December, 10 January).

iii. Past Board of Education members

Former chairs and other former members of the Board of Education addressed the Committee on 1 November 2016. In addition, members provided input at and/or attended other meetings (25 October, 7 December, 20 December, 10 January, 19 January).

iv. Superintendent Search Firms
Members (Finger, Rickert) of the Committee spoke with individuals from the search firm currently conducting the search for a new Greenwich Public Schools Superintendent, and with the search firm which conducted the previous search. Summaries of the discussions were presented to the Committee on 20 December 2016.

v. Superintendent

A member (Peldunas) of the Committee spoke with a Superintendent for another Connecticut school district. A summary of the discussion was presented to the Committee on 29 November 2016.

vi. PTA Council

PTA Council President spoke to the Committee on 25 October 2016. Several other members of PTAC were also present. In addition, members provided input at and/or attended other meetings (25 October, 7 December, 20 December, 10 January, 19 January).

vii. RTM Education Committee

The Chair of the RTM Education Committee, Josh Brown, presented his personal views (not necessarily representative of the Education Committee or the RTM) at a meeting with the Committee on 22 November 2016.

viii. Town Elected Official

Peter Tesei, Drew Marzullo, John Toner, John Blankley, Leslie Moriarty, and Tod Laudonia, as well as several RTM members, provided input at and/or attended various meetings (31 August, 13 September, 18 October, 1 November, 15 November, 20 December, 10 January, 19 January). Town Registrars of Voters Sharon Vecchiolla and Fred DeCaro provided responses to questions raised by the Committee via e-mail (see minutes of 27 September meeting).

c. Town of Greenwich Law Department and Registrar of Voters Guidance

The Town of Greenwich Registrars of Voters Sharon Vecchiolla and Fred DeCaro provided responses to questions raised by the Committee via e-mail (see minutes of 27 September meeting). Where one or both were unsure of the answer, a note is included (e.g., “Speculation by Fred”).

The Town of Greenwich Law Department (“Law Department) responded to questions posed by the Committee via e-mail, in phone conversations and in person (see minutes of 31 August, 27 September, 4 October, 15 November, 29 November, 20 December, 10 January).

d. State of Connecticut Secretary of State Guidance

The Committee corresponded via e-mail with Mr. Ted Bromley of the Connecticut Secretary of State’s office (see minutes of 27 September, 18 October and 25 October). Responses from Mr. Bromley are dated 17 October, 31 October, and 30 November 2016, and are include in the appendix.
V. Alternatives

The Committee’s approach was to consider all alternatives, then to filter out those which were not allowable under Connecticut state law, then to eliminate those which were possible but not feasible, then to narrow the alternatives to those which might achieve the goals of the Committee, and then to recommend one alternative which accomplished most or all of the goals. Table 1 presents all of the alternatives considered (first column), with the above filters applied and reflected in the second to fourth columns. Additional detail is provided in the sections following, where indicated.

Whether an alternative is allowed or not is a function of state statutes (see discussion of impact of state statutes in Section III.c). Whether an alternative is feasible or not was a judgment by the Committee, based on input from the Law Department, interested parties and the public.

<table>
<thead>
<tr>
<th>Discussed Options</th>
<th>Allowable</th>
<th>Feasible</th>
<th>Recommend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status quo (eight members, 4 and 4 elected)</td>
<td>yes</td>
<td>yes</td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Charge: expand from 8 to 10 members (5 and 5 elected)</td>
<td>yes</td>
<td>yes</td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Nine members</td>
<td>yes</td>
<td>yes</td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Seven members</td>
<td>yes</td>
<td>yes</td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Eight members (3 and 5 elected)</td>
<td>yes</td>
<td>yes</td>
<td>yes - see discussion</td>
</tr>
<tr>
<td>Eight members with chair having tie break vote</td>
<td>yes</td>
<td>yes</td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Encourage RTC to lower petition signature requirement</td>
<td>yes</td>
<td>yes</td>
<td>yes - see discussion</td>
</tr>
<tr>
<td>Encourage Town Committees to nominate three-four candidates each</td>
<td>yes</td>
<td>yes</td>
<td>yes - see discussion</td>
</tr>
<tr>
<td>Encourage unaffiliated voters to run for the BOE</td>
<td>yes</td>
<td>yes</td>
<td>yes - see discussion</td>
</tr>
<tr>
<td>Encourage education of possible candidates</td>
<td>yes</td>
<td>yes</td>
<td>yes – see discussion</td>
</tr>
<tr>
<td>District representation (e.g., 12 members)</td>
<td>yes</td>
<td></td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Six member Board (3 and 3 elected)</td>
<td>yes</td>
<td></td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Board size of 5, 11, 12</td>
<td>yes</td>
<td></td>
<td>no - see discussion</td>
</tr>
<tr>
<td>Non-partisan Board of Education</td>
<td>no - see discussion</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Change election cycle</td>
<td>no - see discussion</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Reserve seat for unaffiliated voter</td>
<td>no</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Force Town Committees to nominate maximum number of candidates each</td>
<td>no</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Not list party on ballot</td>
<td>no</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Call Petition Candidate something else</td>
<td>no</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

15
a. Options which were Not Allowable
   i. Non-partisan Board of Education

As noted above, the Committee felt that a non-partisan Board of Education merited consideration, because it potentially satisfied several of the goals of the Committee: increased choice of candidates, increased competition among candidates, and improved representation of voter input. The non-partisan structure is not addressed in the various statutes (specifically, sections 9-167a, 9-203, 9-204, 9-204a, 9-204b, 9-205, 9-206, 9-206a).

The Committee inquiry (response received 17 October) to the Secretary of State’s office indicated that the only potential path to a non-partisan Board was via a Special Act of the Legislature. Communications with the Law Department called this path into question (meeting minutes of 29 November 2016), and subsequent communications (response received 30 November) with the Secretary of State’s office indicated their belief the Law Department was correct. The Committee voted (20 December 2016) to request a second opinion from outside counsel. After further due diligence discussions with the Law Department (public meeting held 10 January 2017), the Committee concluded unanimously that a change to a non-partisan Board was not currently possible, and that there was no reason to pursue a second opinion. Lending further support to this conclusion is the fact that no other town had converted to a non-partisan Board in the approximately forty-seven years since the Connecticut Constitution Article 10 Section 1 disallowed special legislation pertaining to “organization ... of government of any single town...”

   ii. Change election cycle

The Committee discussed the possibility of changing the election cycle from the current municipal election cycle in odd years, to the presidential/congressional election cycle in even years. The main reason for this change would be to allow the normal larger turnout of voters to select the Board of Education, hence improved representation of voter input.

The response from the Law Department indicated that this change would not be allowed under statute section 9-164 which “states specifically that municipal elections will be held on the first Monday of May or the Tuesday after the first Monday of November of the odd numbered years.” (meeting minutes of 29 November 2016).

b. Options which were Allowable but Not Feasible
   i. District representation (e.g.,12 members)

The Committee requested guidance from the Secretary of State’s office and the Law Department about the possibility of changing the Board structure to a geographic or district representation format, whether coinciding with the current twelve districts or by elementary school districts, as apparently permitted under statute section 167-a(2). The Secretary of State’s office indicated that this structure was not specifically prohibited, but suggested seeking guidance from the municipal attorney. The Law
Department responded that the structure was not practical, given the “Town districts are of different size... It would be impractical to have multiple districts set up for different municipal offices.” While this did not immediately eliminate the structure from consideration, the indication from the Law Department that the structure, relying on unequally sized districts, would “call into question the concept of one man one vote “ did rule it out. Although the response from the Law Department focused on the twelve districts now in place in Greenwich, it is obvious that a similar line of reasoning would apply to a structure based on elementary school districts.

ii. Six member Board

The Committee deemed a six member Board as not feasible for two reasons primarily because it was the structure in place prior to the current eight-member Board. Given the discussions with members of the current Board of Education regarding work load, it was felt that a reduction in size was not feasible.

iii. Five, eleven or twelve member Board

For reasons similar to those cited above for a six member Board, a five member Board was not considered. Based on input from members of the current Board of Education and former chairs regarding the impact a larger number of Board of Education members would have on the superintendent (i.e., additional reporting, additional demand for information), the Committee also deemed an eleven or twelve member Board to be not feasible.

c. Allowable and Feasible Options

The Committee had several goals (discussed above) against which it measured each of the options raised, in relation to the current Board of Education structure (referred to below as the Status Quo).

Four of the options considered provide improvement over the Status Quo when judged by the goals of the Committee. Each of the four has positive aspects relating to the goals, but other factors contributed to the Committee’s recommendation, as detailed below.

i. Status quo (eight members, 4 and 4 elected)

In comparison to the four following alternatives, the Status Quo does not provide for inter-party competition, does not require the engagement of voters, including unaffiliated voters, when there is no competition within the party’s nominees, and does not open the incumbents to being held accountable by all voters. It does lend itself to bi-partisan action, since any action of the Board must be approved by at least five members. However, this forced balance is a result of state statutes, not necessarily the desire of the voters of Greenwich. The Committee does not recommend the continued use of this structure (vote 1-4-0).

ii. Charge (expand from 8 to 10 members, 5 and 5 elected)

The original charge to the Committee was to evaluate the impact of an expansion of the Board of Education to ten members, which would allow for a balanced partisan Board or an unbalanced partisan
Board, at the discretion of the voting public. This alternative achieves the goals set by the Committee, providing increased competition, choice, engagement, and accountability. However, the Committee, including the original proponent of the proposal, does not recommend this option (vote 0-5-0). The primary reasons for rejecting this option were the adverse impact a ten member Board would have on the relationship with and management of the Superintendent (based on input from sitting Board of Education members) and possible impact on the on-going selection process for a new Superintendent.

iii. Nine members

The Committee considered a Board of nine members. This structure meets the goals of the Committee, providing increased competition, choice, engagement, and accountability. This alternative is clearly preferable to the Status Quo when measured against the goals of the Committee, and was the second choice of the Committee, albeit by a non-majority vote (vote 2-3-0). However, the Committee does not recommend this structure for two reasons. First, while it would result in an additional member to carry the workload, it would also result in an additional member to ask questions and place work on the Superintendent and administrators. Second, it would likely rule out the possibility of a balanced Board, unless there was an unaffiliated or minor party member. The recommended alternative is simply better when balancing all of the considerations.

iv. Seven members

The Committee considered a Board of seven members. This structure meets most of the goals of the Committee, providing increased competition, engagement, and accountability, but likely reduced choice. While this alternative is also preferable to the Status Quo, it did not garner much support from the Committee (vote 1-4-0). Similar to the nine member Board, the Committee does not recommend this structure for two reasons. While it would reduce the burden on the Superintendent, it would increase the workload on the members of the Board. As with the nine member Board, this structure would likely rule out the possibility of a balanced partisan Board.

v. Eight members with chair having tie break vote

This alternative was considered, putting the Board of Education on similar footing with the Board of Estimates and Taxation. However, the Committee does not recommend this option (vote 0-5-0), as it does not achieve most of the goals set forth.
VI. Recommendations

Eight members (3 and 5 elected)

The Committee (vote 4-1-0) recommends that the Town of Greenwich modify the Town Charter to elect three Board of Education members in one municipal election cycle, and five Board of Education members in the other municipal election cycle. Further, the Committee recommends that the Town of Greenwich adopt provisions of the Connecticut General Statutes which allow political parties to nominate, and voters to vote for, the total number of candidates to be elected (i.e., three or five), not just the number that could be elected from each party.

This structure allows the electorate to decide whether a balanced or unbalanced Board of Education best serves the Greenwich Public School system. It allows competition among the candidates of the two major parties and it will likely result in more candidates being presented for election. While it does not make the pathway to election easier for an unaffiliated candidate (which, in fact, none of the allowable and feasible alternatives does), it introduces no new hurdles for possible unaffiliated (“Petition”) candidates in comparison to the current situation. Through competition and choice, it will engage all voters, whether registered with a party or unaffiliated, and will allow for individuals and parties to be held accountable for their actions or inactions. In light of the current search for a Superintendent, it will create minimal disruption given that the size of the Board of Education will not change.

The committee recognizes that by recommending that parties be able to nominate, and voters be able to vote for, the total number of candidates to be elected, it continues the somewhat confusing process now in place. However, the Committee believes that the benefit of providing more choice to voters outweighs the benefits of simplicity that would result from the alternative. Candidates will still be seated according to their popular vote, up to the limit set by State statute which provides for minority representation.

Recognizing that the following recommendations cannot be backed by force of law or charter, the Committee recommends and encourages:

a. The Republican Town Committee to lower the petition signature percentage requirement

In order to petition onto the Republican line on the general election ballot, a potential candidate must collect valid signatures from five percent of the number of Republicans casting ballots in the previous like election (we need to verify this). This percentage is set by state statute but the party, at its discretion, can lower the figure. The Committee believes it would potentially increase the number of candidates presented to the voters if the percentage was decreased.

b. The Democratic and Republican Town Committees to recruit and nominate more than the minimum eligible for election

The Committee recognizes that each party has every right to nominate any number of qualified candidates it feels is appropriate, up to the limit specified by statutes and Town Charter provisions. However, throughout the discussions surrounding this proposal, the Committee has searched for means
to increase the number of candidates presented to the voters in the belief that competition, or increased competition, will be beneficial to the Town, the Greenwich Public Schools and to the students.

c. Unaffiliated voters to run for the BOE

In the same vein, the Committee encourages unaffiliated and minor party residents to consider running for the Board of Education. Wisdom and caring are not confined to those with a major party label. The Committee also encourages the residents of Greenwich to search out potential candidates, and to support these candidates during the petition process with their signatures, and during the election process with their donations. Additionally, although parties cannot formally nominate unaffiliated candidates, there is nothing preventing them from supporting qualified unaffiliated candidates.

d. Continuing education of voters and potential candidates

Finally, the Committee would like to encourage the League of Women Voters and the PTA Council to provide education and encouragement to voters, and especially to those considering running for the Board of Education (while remaining true to their state, federal and by law limitations).
Appendix

a. Written submissions (attached)
b. Meeting minutes — meeting minutes are available online at:
c. Secretary of State e-mail — 17 October 2016, 31 October 2016, 30 November 2016 (attached)
d. RTM resolution June 1966 (attached)
e. Example petition requirements by affiliation (below)

Any registered voter petitioning onto the general election ballot as a “Petition Candidate” requires signatures amounting to one percent (1%) of the total voters casting ballots in the previous like (Board of Education) election. The total voters casting ballots in November 2015 were 11299. An unaffiliated, Republican, Democrat, or minor party registered voter would require 113 valid signature from registered Greenwich voters in order to appear on the general election ballot as a non-party aligned “Petition Candidate.”

A Democratic Party member petitioning for their party nomination as a Democrat is seeking to activate a Democratic primary. In Greenwich, per Democratic Town Committee rules, this requires signatures amounting to one percent (1%) of total registered Democrats. Total Democratic Party members are currently 9809. A Democratic Party member would require 98 valid signatures from Greenwich Democrats to qualify for a primary. If the number of qualified (either through petition or party endorsement) candidates is less than or equal to four (under current rules), no primary would be required and all such candidates would appear on the general election ballot on the Democratic Party line.

A Republican Party member petitioning for their party nomination as a Republican is seeking to activate a Republican primary. In Greenwich, per state statutes, this requires signatures amounting to five percent (5%) of total registered Republicans. Total Republican Party members are currently 13369. A Republican Party member would require 668 valid signatures from Greenwich Republicans to qualify for a primary. If the number of qualified (either through petition or party endorsement) candidates is less than or equal to four (under current rules), no primary would be required and all such candidates would appear on the general election ballot on the Republican Party line.
The Committee would like to thank all members of the public and all interested parties for sharing their thoughts and ideas. The Committee would especially like to thank Barbara Heins for her support of the effort.
To: Greenwich Board of Selectman

From: William R. Finger, member of the Board of Selectmen’s Board of Education Charter Revision Committee

Subject: Recommendation to Retain Existing Greenwich Town Charter Provisions

**Recommendation**

I want to commend my colleagues on the Board of Selectmen’s Board of Education Charter Revision Committee (the “Committee”) for their collegiality and thoroughness by which we all worked together in addressing the charge given to us by the First Selectman.

After reviewing all the various options presented to and discussed by the Committee I believe the existing Greenwich Town Charter provisions providing for an eight member, balanced board of education (no political party can hold a majority of the board seats) is the optimal structure for the Greenwich Board of Education (BoE). I dissent from my colleagues’ Charter change recommendation (I refer to it as the “3-5” recommendation) and instead recommend that no change be made to the Town Charter for the following reasons:

1. Our Town Charter and applicable state statues currently provide readily available pathways for an unlimited number of potential candidates to run for a seat on the BoE;
2. Only when more individuals decide to run for the BoE and seek to engage directly with voters will there be greater voter engagement. A Charter change does not result in greater voter engagement;
3. Currently, and as it should be, individual members of the BoE are held accountable to the voters. A BoE member’s individual record and policy decisions should drive the accountability argument, not party affiliation; and
4. Under current state statutes Greenwich’s current balanced, bi-partisan BoE structure is as close to the non-partisan structure referenced by many as being ideal.

**Reasoning**

The current language in the Greenwich Town charter meets all four goals which guided the Committee — competition, choice, voter engagement and accountability.
Competition and Choice

Although choice and competition were cited as two of the Committee’s guiding goals, the two are inextricably intertwined and as such are discussed below in tandem.

Our Town Charter and applicable state statutes currently provide readily available pathways for an unlimited number of potential candidates to run for a seat on the BoE. These pathways include: 1) RTC and DTC nominating processes as set forth by their respective party rules; 2) petition onto the ballot as a Republican or Democrat candidate by-passing the RTC or DTC party nominating process; 3) petition onto the ballot as a petition candidate; and 4) force a party primary to gain access onto the ballot. On its face the “3-5” recommendation of my colleagues on the Committee does nothing affirmatively to add to the existing opportunities for potential candidates to gain ballot access.

Despite claims by some that current Town Charter provisions are the cause of limited voter choice and candidate competition, recent history shows this to be factually incorrect. Since 2011 83.3% of BoE elections have provided voter choice and candidate competition. In the most recent BoE election the RTC and DTC each nominated three candidates. What is particularly noteworthy is that in 2013 two candidates were denied nomination by their respective town committees yet still gained access to the ballot via the petition route - and were elected to the BoE. Despite both the DTC’s and RTC’s decisions to each nominate only two BoE candidates, these two petition candidates were easily able to avail themselves of Town Charter provisions and state statutes in order to gain access to the ballot under their respective party lines. If nothing else, the 2013 election is proof positive that obtaining access to the ballot under a major party line is both a viable and readily achievable avenue for any party registered resident interested in running for the BoE.

Just as it is available to those registered as a Democrat or Republican, the petition route is also available to those unaffiliated with a political party. The petition hurdle is quite low for both registered Democrat and unaffiliated residents, although more difficult for a registered Republican. Included in the Appendix of my colleagues’ report are the petition requirements for access onto the BoE ballot. If you are a registered Democrat you can petition on to the ballot by obtaining signatures from just 1% of the total number of Greenwich’s registered Democrats. For a Republican, current RTC rules require that one obtain signatures from 5% of the total number of the Town’s registered Republicans. An unaffiliated resident may petition onto the ballot by obtaining signatures from 1% of the total voters casting ballots in the previous BoE election.\footnote{Referencing the Appendix in the majority’s report, based upon the internally adopted rules of the DTC and RTC and using February 2017 registration numbers, a candidate seeking a place on the Democratic Party line need only obtain 15% of the signatures required of a candidate seeking a place on the Republican Party line. A candidate seeking a place on the Republican Party line must receive more than 6.8 times the number of signatures that a Democrat must receive (668 vs. 98). Again referencing the Appendix, an unaffiliated candidate can gain access to the ballot by obtaining approximately 113 signatures from registered Greenwich voters which is approximately 14% of the signatures required of a Republican candidate. An unaffiliated candidate’s name appears on the ballot as “Petition Candidate”.} It
needs to be emphasized that for both registered Democrats and registered Republicans access to the ballot does not require that one go through the DTC or the RTC nominating process.

The “3-5” structure recommended by my colleagues does not guarantee increased competition among candidates. Their supporting arguments are replete with uncertainty and conjecture: “the current structure may encourage intraparty strife”; “a structure which permits competition between the parties’ candidates may reduce this [intraparty] strife”; “the current structure may limit desirable debate between the parties”; and “[inter-party competition] may also encourage more candidates to run”.

Notwithstanding that under existing Charter provisions and state statues there is no limit to the number of candidates who can gain access to the ballot, the objective fact remains that both competition and choice are only dependent upon how many individuals actually chose to run for a seat on the BoE. Town Charter provisions cannot dictate a minimum number of candidates that a party must nominate for the BoE nor can it influence the number of unaffiliated candidates who chose to run. A change to a “3-5” structure provides no assurance that either the DTC or the RTC will nominate more candidates, and it does not ease the pathway to election for an unaffiliated candidate. Simply put, existing Charter language allows for voter choice and candidate competition. Charter change is not necessary in order to create more choice and competition.²

Voter Engagement

A goal of the Committee was to give all voters, including unaffiliated voters, a larger say in the BoE selection and election process. What leads to greater voter engagement is when more candidates seek seats on the BoE and then campaign in an attempt to distinguish themselves from one another. Under the current Charter structure if the DTC and RTC nominate more than two candidates in an election cycle all voters, including unaffiliated voters, will have candidate choice, therefore requiring candidates to engage more with voters in order to be elected. Similarly and as previously indicated, if the DTC and RTC fail to nominate more than two candidates, the petition route is still available for any registered voter who wants to run for a BoE seat. Any notion that the “3-5” structure will somehow result in greater voter engagement among unaffiliated voters and affiliated voters in the selection and election process is a mirage. Only when more individuals decide to run for the BoE and seek to engage directly with voters either through their own campaigns or through candidate debates and forums will there be greater voter engagement.³ A Charter change does not result in greater voter engagement.

Accountability

² It should be noted that every current member of the BoE participated in a competitive election which provided voter choice.
³ In speaking with several former BoE candidates (including two members of the Committee) the Committee was advised that candidates spent in the range of $7,000-$10,000 on their individual campaigns for a seat on the BoE.
My colleagues suggest there is a lack of accountability of BoE members. They take the position that under their proposed “3-5” structure political parties will now become accountable to the voters. I agree that BoE accountability is extremely important, however, it is accountability of individual board members where the focus should be, not local political parties. Furthermore, an emphasis on political party accountability implies that politics has a place in Greenwich education policy. I disagree.

A benefit cited by the majority in support of their "3-5" recommendation is that by enabling political party control of the BoE this may "even encourage each party to develop a local version of their national education platform…" Are issues such as the role of religion in public schools, portability of public funds for school choice, sexual orientation and gender identification, to name only a few, now going to be an integral part of the Greenwich BoE debate? I do not mean to wave a red flag or foster hysteria among Greenwich voters, but despite the current hyper partisan political environment in our country, the majority of the Committee clearly implies that debating national party platforms is an acceptable and desirable outcome of their proposed "3-5" Charter change recommendation. Neither Greenwich nor current and future students of the Greenwich Public School system will be well served by a Charter change that could have this result. Educational success and academic achievement are among the primary goals of the Greenwich Public Schools; party politics, particularly national party politics, should NOT have a place in social and educational policy decisions affecting how the children of Greenwich are educated.

Accountability for an individual’s service on the BoE and the individual’s record and policy decisions should drive the accountability argument, not party affiliation. A Charter language change is not necessary to accomplish accountability.

**The Town Charter Currently Provides for the Optimum BoE Structure**

Over the course of the past six months the Committee has done an extensive examination of various alternative election structures for the Greenwich BoE. This was all done with stated goals of increasing voter choice, increasing competition, providing unaffiliated voters greater input and voice in the candidate selection and election process, and insuring BoE member accountability to the Greenwich voters.

Of the nineteen options examined by the Committee (see majority report) the one option that held significant appeal was one that allowed for a politically non-partisan BoE structure. This option garnered significant support from numerous speakers during the Committee’s public hearing. It was supported by representatives of the PTA Council, was positively cited by several past and present BoE members and was preferred by senior executives of both the current and previous Superintendent search firms retained by the BoE. Politically non-partisan boards of education is a priority issue of the Connecticut Association of Boards of Education (CABE).
specifically because “it provides the opportunity to remove partisan politics from the selection of board of education members.” All other New England states as well as 85% of all boards of education in the United States conduct non-partisan board of education elections.

In my opinion the option to have a non-partisan BoE would have been worthy of recommending a Charter change. However, due to current state statues the non-partisan option is not currently feasible for Greenwich (it should be noted that a bill to change state statues to allow for politically non-partisan boards of education was introduced in 2015 and I am told may be reintroduced in this legislative session). Given that a politically non-partisan BoE is not feasible, the next optimal structure is a balanced (bi-partisan) board which is provided for by Greenwich Town Charter. More than a half-century ago when establishing a structure for electing BoE members, Greenwich had the foresight and wisdom to recognize that one of the cornerstones of a high quality, first class public education system was a deliberative, balanced and bi-partisan BoE. What has changed in recent years that now indicate Greenwich should change its Charter to allow the potential for an unbalanced, politically partisan BoE? Who is served by such a change? All the goals set forth by the Committee are currently met by current Charter provisions.

**Conclusion and Re-Stated Recommendation**

Greenwich has a long and admired history of having a balanced BoE. Several BoE members, past and present, have commented that they often hear colleagues from other boards of education in the state praise Greenwich’s BoE structure and wish that they too served on a balanced board of education. In the Committee’s interview of the two most recent Superintendent search firms retained by the BoE, senior executives of both firms stated that they preferred politically non-partisan boards. One executive shared that unbalanced, politically partisan boards are more difficult for Superintendents to operate under. An executive at the other firm stated that if Greenwich decided to keep an even number of BoE members then it would be his preference that the board remain politically balanced.

The existing Greenwich BoE structure as provided for in our Town Charter is one that should be embraced, protected and looked upon for what it is - the best option available given existing state statute requirements. In reading the recommendation and report of the Committee’s majority one could objectively conclude that their recommended “3-5” structure was merely a “solution” that was looking for a problem. If there is a problem it is one that lies with state statute limitations and some local party rules dealing with ballot access. The problem is not the Town Charter.

By any and all objective accounts a Charter change to the “3-5” structure will more likely than not result in an unbalanced and politically partisan BoE. At best, the “3-5” structure is fraught

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4 Testimony submitted to the State legislature’s Government Administration and Election Committee on February 13, 2015 in support of HB 6748, an Act Concerning Non Partisan Membership On Boards of Education.

5 Ibid (CABE testimony)
with unintended consequences such as the potential to stifle robust discussion and debate on issues and having policy decisions made in political party caucuses rather than by the entire board in open public forums. The education of our children is too important to risk these and other unintended consequences.

I do echo the non-Charter recommendations of my colleagues found in Section VI, subparagraphs a, b, c and d which address onerous RTC petition requirements, RTC and DTC recruiting and nominating issues, encouraging unaffiliated voters to run for the BoE, and encouraging the League of Women Voters and the PTA Council to do outreach in order to educate voters on the BoE candidate selection and election process.

On the issue of Charter change, I disagree with my colleagues and I recommend there be no change in the Greenwich Charter with regard to the election and make-up of the Greenwich Board of Education.

Respectfully submitted,
William R. Finger
March 7, 2017
- Sec. 38. - Elective officers; terms.

(a) There shall be an election in the Town of Greenwich on the first Tuesday after the first Monday in November in odd-numbered years. At such elections only the following officers shall be elected: members of the Representative Town Meeting, a First Selectman, two (2) Selectmen, five (5) members of the Board of Tax Review, a Tax Collector, a Town Clerk, seven (7) Constables, twelve (12) members of the Board of Estimate and Taxation and members of the Board of Education.

(b) All officers elected under the provisions of this act shall hold office for two (2) years from January 1 following their election and until their successors shall be elected and shall have qualified, except members of the Board of Education, whose terms shall be as prescribed by Subsection (c) hereof [law and who shall serve until their successors shall be elected and shall have qualified] and except the First Selectman and Selectmen who shall hold office for two (2) years from the first day of December following their election and until their successors shall be elected and shall have qualified.

[Notwithstanding the foregoing, the terms of office of the First Selectman and Selectmen elected on the first Tuesday after the first Monday in November, 1977 shall commence January 1, 1978 and shall expire November 30, 1979, or at such later date as the successors shall be elected and shall have qualified.]

(c) The Board of Education shall be composed of eight (8) members who shall serve for terms of four (4) years except as to initial terms commencing as a result of the Town election of 2019 as hereinafter provided. At the election of 2019 three (3) members shall be elected to terms of four (4) years, one (1) member shall be elected to a term of two (2) years, and the remaining four members shall continue to serve until their current terms expire in 2021. Thereafter there will be a rotation of five (5) and then three (3) members at subsequent elections. At each election, political parties may nominate and voters may vote for the total number to be elected except that no more than five members of the Board shall be from one political party. All terms of the members of the Board of Education shall commence two (2) weeks after the election and they shall serve until their successors shall be elected and shall have qualified.

Additions in bold; deletions in brackets.

Town of Greenwich
Board of Selectmen
Public Hearing Board of Education Charter Revision
March 15, 2017
6:00 P.M.
Town Hall Meeting Room

MINUTES

The meeting opened at 6:09 P.M. with the Pledge of Allegiance.

a. Attendance:
   I. First Selectman Peter J. Tesei—Present
   II. Selectman John Toner—Present
   III. Selectman Drew Marzullo—Present

b. The audience included approximately 100 people.

Following the Pledge, Mr. Tesei greeted and welcomed attendees commenting that it was a Public Hearing on the proposed change to the method of election to the Board of Education. He reviewed the process that the Board of Selectmen initiated to explore the issue: appointment of a 5-member Selectman’s Board of Education Charter Revision Committee which included Joan Caldwell (R), William Finger (D), Brian Peldunas (R), Barry Rickert (U) and Peter von Braun (R) that held seventeen (17) meetings over the course of their charge. The Committee’s Report was had been submitted and was available to the public in hardcopy on the table next to the Speaker Sign-In Forms and online on the Town’s website.

Mr. Tesei expressed his thanks to the Committee and noted that the RTM had recommended consideration of the issue in 2015. He added that the Board of Selectmen had discussed the issue at its Regular Meeting on March 9, 2017. He reminded the audience of Greenwich’s tradition of civility, respect and tolerance and expected that the evening’s discourse would maintain that practice.

Mr. Marzullo remarked that he would be calling names of the Speakers, alternating between speakers who were in favor of the Charter Revision and those opposed to revising the Charter. Each speaker would have a limit of three (3) minutes to speak and would receive a warning at two and a half minutes (2.5) that they had (30) seconds to complete their remarks.

SPEAKERS LIST & OPINIONS EXPRESSED

Karen Fassuliotis – In Support of Charter Revision – citing that the change would provide additional choice, accountability and promote competitive elections.

Gerald Pollack – In Opposition to Charter Revision– citing that the change would disrupt the “balanced board” where cooperation and consultation preceded voting. He recommended
simplifying the process for unaffiliated voters getting on the ballot.

Linda Moshier – In Support of Charter Revision – agreed with Ms. Fassuliotis’ remarks concerning the need for revising the Charter to change the BOE election process.

Sandy Waters – In Opposition to Charter Revision – (previous BOE Chair) remarked that the BOE was nonpartisan and successfully reflected the goals of the Committee for accountability, choice, and engagement in its current election process.

Fred DeCaro – In Support of Charter Revision - (Republican Registrar of Voters) in favor of allowing each vote to count so that the candidate with the most votes wins election.

Lucy Krasnor – In Opposition to Charter Revision – citing the composition of the Committee did not make for neutral fact-finding and recommended increasing choice and accountability by reducing the number of signatures needed by unaffiliated voters to get on the ballot.

Paul Olmsted – In Support of Charter Revision – (3 children in public school system, RTM D-5) cited the Committee vote of 4-1 (in favor of Charter Revision) with 17 recommendations as sound process to achieve conclusions.

Stephen Walko – In Support of Charter Revision – (NL Building Committee, children in public schools) agreed that Revision would offer accountability and choice.

Jeff Ramer – In Opposition to Charter Revision – offered that a balanced, bi-partisan Board was good for taking the politics out of education.

Elizabeth Peldunas – In Support of Charter Revision – suggested the revision would improve the process and recommended that TOG should work for a change in legislation to include unaffiliated voters.

John Blankley – In Opposition to Charter Revision – (children and grandchildren in public schools, BET member) expressed the opinion that change would be deleterious to the process of electing members of the Board of Education.

Don Whyko – In Support of Charter Revision – (RTM D-12) in favor of revision and would prefer adding members to the BOE to elect an uneven number of members.

Ed Mendelsohn – In Opposition to Charter Revision – (parent) prefers a balanced Board so that it is not politicized; concerned that unaffiliated voters are effectively disenfranchised.

Peter von Braun – In Support of Charter Revision – (former BOE member) cited no change in BOE structure in 50 years whereas School budget had increased yet test scores were poor, thus demanding substantial change.

Michael Baumgartner – In Opposition to Charter Revision – concerned that changing BOE election process would be a distraction, increase difficulty of hiring a new Superintendent and that it would be risky to experiment something that might impact Greenwich’s high standards.
Rosa Fini, MD – In Support of Charter Revision – affirms that because it eliminates party bias, it will engage the interest of best candidates.

Gaetane Francis – In Opposition to Charter Revision – (current member of BOE) prefers current structure because members are not accountable to party or political platforms. Recommends engaging unaffiliated voters by lowering number of petition signatures requirements.

Timothy Alexander – In Opposition to Charter Revision – (grandparent of public school students) concerned that the consequences of changing the process are unknown.

Randall Smith – In Support of Charter Revision – (parent, RTC member) concerned that TOG spends more per pupil than comparable towns yet student score below peers. Feels the BOE is the problem because they are not accountable.

Patti Jomo – In Opposition to Charter Revision – (PTA president) concerned that altering the BOE election process would increase probability of partisan Board.

Ed Dadakis – In Support of Charter Revision – (RTC) concerned that the current structure of the BOE has created a dysfunctional situation which can only be corrected by increasing voter choice of candidates.

Izzy Baird – In Opposition to Charter Revision – (former Youth Commission member and public school graduate) concerned that an unbalanced Board would be a rubber stamp and not interested in the common good.

Jason Auerbach – In Support of Charter Revision – (public school parent, RTM member) commented that change would invigorate the BOE and encourage more voter participation and accountability of BOE members.

Michael Trogni – In Opposition to Charter Revision – (PTAC member) CT PTA resolution favors nonpartisan Boards. Recommends pursuing CT for legislation to allow unaffiliated voters to participate.

Bob Brady – In Opposition to Charter Revision – (former RTM Education Cmte member, public school parent) favors bi-partisan Board that is forced to work collegially in temporary coalitions to serve the community. Recommend taking no action to change Charter.

Peter Sherr – In Support of Charter Revision – (parent public school students, BOE Chair) concerned that the current model is controlled by party politics while the Revision would increase democracy through more voter choice.

Susan Jaffee – In Opposition to Charter Revision – (Riverside resident) concerned about current voting practice that candidate with greatest number of votes doesn’t always get seated on BOE. Recommends shadow apprenticeship in preparation for becoming a BOE candidate.

Michael Mason – In Support of Charter Revision – (parent of public school student, BET Chair) in favor of choice and accountability. Recognizes that there will be further discussion because the issue will go to RTM where a community conversation will take place.
Christine Edwards – In Opposition to Charter Change – prefers a balanced Board to maintain the principle of democratic rights.

Hillary Gunn – In Support of Charter Change – (RTM D-7 Co-Chair) concerned that under current structure the voter is disenfranchised. Eager to support during RTM voting.

Richard DiPreta – In Support of Charter Change – agrees that revision would improve choice, engagement and accountability. Would prefer a modified Glastonbury model that would allow the total number of seats to be filled by candidates with the highest votes.

William Finger – In Opposition to Charter Change – (former BET member, BOE Charter Revision Committee member) in favor of maintaining the status quo because of concern that the change is being rushed and that there is misinformation about the process. Recommends RTC lower number of petition signatures required for unaffiliated voters to be candidates; a League of Women Voters study or debate; and, additional public debate rather than Hearings.

Ann Wichman – In Opposition to Charter Revision – (teacher, parent, grandparent, RTM Education Committee) in favor of balanced Board because it requires building consensus.

Christopher von Keyserling – In Support of Charter Revision – (RTM D-8 Chair) suggests that Revision is a false dilemma between the status quo and the Glastonbury model which offers the solution to the problem of accountability.

Leslie Moriarty – In Opposition to Charter Revision – (BET member, former BOE member) favors a bi-partisan Board where all have an equal voice and must discuss and collaborate.

Mike Spilo – In Support of Charter Revision – (RTM D-11) favors data driven approached that indicates Greenwich Public School ranking has dropped and would benefit from a BOE with more accountability.

Nick Edwards – In Opposition to Charter Revision – concerned that the proposed Revision doesn’t foster opportunity. Favors maintaining a balanced Board but recommends continuing the conversation and expanding the number of people engaged in potentially revising BOE elections.

Polly Young – In Support of Charter Revision – (parent of public school children) wants additional voter choice to make BOE more accountable.

Clare Kilgallen – In Opposition to Charter Revision – (parent, PTA, NL Building Committee) concerned that party nominated candidates will disrupt the bi-partisan BOE.

Rosemary Hyson – In Opposition to Charter Revision – in favor of expanding candidate pool with unaffiliated voters.

Laura Gunn – In Support of Charter Revision – favors more competition to attract best qualified candidates.
Andy Burke – In Opposition to Charter Revision – concerned that policy choice is unclear and would prefer no action at this time.

Phil Gunn - In Support of Charter Revision – cited issue of a balanced Board struggling to affect a coalition to make progress toward a vote.

Martin Mushkin - In Opposition to Charter Revision – (parent, grandparent of public school students) believes that the Committee Report finds solutions to a problem that doesn't exist. Opposed to party politics interfering with the quality of education.

Katie Yu – In Opposition to Charter Revision – (Karen Hirsh read statement from Ms. Yu. Both Western Middle School PTA co-Presidents) – remarked that the Charter change would not be beneficial because the intent was to increase size of BOE which overstepped the bounds of BOE Strategic Plan.

Mr. Tesei corrected incorrect information about the scheduling of the Public Hearing by reading the published Press Release of March 13 and 14, 2017 and TOG’s website announcement. He added that the process for considering the BOE Election Charter Revision began in January 2015.

Lindsey Fahey – In Opposition to Charter Revision – (parent of public school students) noted that members of the BOE did not consider themselves crossing party lines to make decisions and that the balanced Board had a firmer commitment to high standards for Greenwich schools.

Joanna Swanky – In Opposition to Charter Revision – recommended reading Mr. Finger’s analysis of BOE and suggestions for remedies.

Don Conway – In Opposition to Charter Revision – (RTM member) in favor of BOE being more involved in selecting a new Superintendent; questioned whether teachers were staying too long in their positions which doesn’t benefit students.

Mr. Tesei expressed his gratitude and appreciation to the audience for attending and expressing their opinions. He asked Mr. Fox, TOG Town Attorney, to comment on the legal process for Charter revision. Mr. Tesei indicated that the Committee had done its work, presented its recommendations to the Board of Selectmen, who now saw their options as: do nothing; Amend the recommendations, or approve the Report and forward it to the RTM. He reminded the audience that by practice, the RTM doesn’t move an issue at a single meeting.

Mr. Marzullo asked for clarification of the vote which would be taken by the BOS at their meeting on March 17, 2017 at 3:00 P.M. Mr. Tesei responded that they would be voting to accept or reject the recommendation of the Committee.

Mr. Tesei referred the question to Mr. Fox for response. Mr. Fox agreed with the process steps summarized provided by Mr. Tesei. He noted that if the RTM made any changes in the language of the Committee’s text resolution, that it matter would return to the BOS for further discussion. He commented that the timing of the adoption would be that it takes effect six (6) months after an RTM vote, which in all probability means 2019.
Meeting adjourned: 8:47 P.M.

Peter J. Tesei
First Selectman

Prepared by Catherine Sidor
Recording Secretary
Town of Greenwich
Board of Selectmen
Special Meeting - Board of Education Charter Revision
March 16, 2017
3:00 P.M.
Town Hall Meeting Room

MINUTES

1. The meeting opened at 3:02 P.M. with the Pledge of Allegiance.

   a. Attendance:
      i. First Selectman Peter J. Tesei - Present
      ii. Selectman John Toner - Present
      iii. Selectman Drew Marzullo - Present

The First Selectman greeted and welcomed attendees. He commented that it was a Special Meeting of the Board of Selectmen to continue the community-wide discussion about a proposed Charter Revision regarding the method of electing members of the Board of Education.

2. Old Business: Proposed Charter Revision changes regarding the Board of Education

Mr. Tesei offered a summary of the process to date, to provide a broader view of the Charter Revision Procedures which was first presented to this Board of Selectmen by the Town’s Law Department at its regularly held public meeting on January 22, 2015.

At the May 14, 2015 regularly scheduled public meeting the Board of Selectmen discussed a proposed amendment to the Charter of the Town of Greenwich to Change the Number of Members elected to the Board of Education. This proposal was requested by several members of the Representative Town Meeting District 8 delegation. (Messrs. Rickert, Auerbach and Silver).

At that meeting (May 14, 2015), the Selectmen heard from the proponents, Mr. Rickert and Mr. Auerbach, the Town Attorney as well as the public. The Board of Selectmen chose not to approve the proposed amendment and resolution for transmittal to the RTM. The Meeting Minutes of May 14, 2015 contain the details surrounding the discussion.

At the June 9, 2016 regularly scheduled Board of Selectmen meeting, a discussion was held in response to the RTM members request to review a proposal to expand the Greenwich Board of Education from eight (8) to ten (10) members. Mr. Branyan was tasked “to develop a timeline of how long the process would take once a Committee or a Commission was
appointed; and, the Selectmen were to consider who shall be appointed to either a Committee or a Commission."

At the June 23, 2016 Regularly Scheduled Board of Selectmen meeting, the Board heard from Town Attorney Wayne Fox on the distinction between appointing a Committee and Commission to look at the proposed requested Charter Amendment. We also heard from 15 speakers including current members of the Board of Education.

The Board voted 2-1-0 to establish a Committee to review the proposal. The Board then unanimously approved creation of a five-member Committee. The Board solicited candidates for appointment at the Board’s next meeting which was held on July 14, 2016.

The Selectmen’s Board of Education Charter Revision Committee was appointed and given its charge: to put forth an alternative that would provide voters with a greater number of candidates.

The Charter Revision Committee held 17 public meetings and a public hearing from July 2016 through March of 2017. The results and recommendations of their work is what is presently before this Board for consideration and approval for transmittal to the Representative Town Meeting which has the final say.

March 15, 2017’s Board of Selectmen Public Hearing provided further opportunity for citizens to express their opinions about the proposed change to the current governance of the Board of Education.

While the proposal for the charter change has been available since March 9, 2017, the language codifying this proposal was provided to the members of the Board of Selectmen for the first time, on the evening of March 15, 2017. This codification encompasses the previously provided proposal.

A concern has been raised by one member of the Board and others, that the process is being rushed. Mr. Tesie responded that he did not agree with that analysis because it is important to the Town to avoid such a perception. It is for that reason that Mr. Tesie suggested that the Board of Selectmen discuss the language today, but that it not formally be presented to the Town Clerk or the Representative Town Meeting at this time.

The issue will be acted upon at a future meeting.

Mr. Fox read the text of the Committee’s statement aloud saying it was not his role to express an opinion but to phrase the statement according to the Town Charter. He met with the full Committee, both sides of the Committee separately and came up with a document that they wanted. Mr. Marzullo suggested that another public meeting with the BOE, parents and other stakeholders. Mr. Tesie remarked that since the PTA acted as parent representatives, they needed to aggregate their constituents’ opinion and express it, but ultimately the RTM would decide on the Charter revision which would require 116 votes for the change so that the timing of the presentation should correspond to the seasonality of when 80% of the membership would traditionally be attending an RTM meeting. Whereas the Board of Selectmen did not have the legal authority to change the Charter, it could express its opinion on the policy and procedure recommendations.
3. Adjourn

Mr. Toner motioned to adjourn; seconded by Mr. Marzullo. Motioned passed unanimously at 3:47 P.M.

_____________________________________________________________________________________
Peter J. Tesei  
First Selectman

_____________________________________________________________________________________
Prepared by Catherine Sidor  
Recording Secretary
TO:    Peter J. Tesei, First Selectman
       Drew Marzullo, Selectman
       John Toner, Selectman

FROM:  Aamina Ahmad, Assistant Town Attorney

DATE:  March 30, 2017

RE:    Lease Renewal - Children’s Day School, Inc.
       Western Greenwich Civic Center

Enclosed, please find a copy of the above referenced lease which has come up for renewal. The original 10-year lease term is scheduled to expire on August 31, 2017. However, the lease gives the Children’s Day School, Inc. (CDS) the right, privilege and option to renew for two additional five (5) year terms. CDS has exercised its option to renew. A copy of the written request submitted by CDS is attached. It is our understanding that no changes to the lease are being proposed by CDS or the Department of Parks and Recreation which oversees the lease. In calculating the rent, the lease takes into account the renewal terms and states in relevant part that “beginning with year four (4) of the initial term and every three (3) years thereafter, including throughout any renewal terms, the Base Rent shall be increased by seven and one-half percent (7.5%) . . . .” The amount of the Base Rent is $40,900.00. The lease also gives the Town the right to require CDS to increase its insurance coverages from time to time. Accordingly, the Director of Risk Management has proposed some updates to the insurance requirements. A copy of Mr. Ron Lalli’s proposal is attached.

We are available to answer any questions you may have.

cc:    Joseph Siciliano, Director of Parks and Recreation
       Susan M. Snyder, Recreation Superintendent
       Benjamin Branyan, Town Administrator
       John Wayne Fox, Town Attorney
LEASE
Between the
TOWN OF GREENWICH
and
CHILDREN’S DAY SCHOOL, INC.

This Lease, made this 28th day of June, 2007, between the TOWN OF GREENWICH (the "TOWN"), a municipal corporation organized and existing under the laws of the State of Connecticut, and CHILDREN’S DAY SCHOOL, INC. ("CDS"), 8 Riverside Avenue, Riverside, CT 06878, 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 Sherry Myer, its Chairman of the Board, hereunto duly authorized.

RECITALS

Whereas, the TOWN is the fee simple owner of, and desires to lease a portion of, the building known as the Bendheim Western Greenwich Civic Center ("WGCC") and related site improvements located at 449 Pemberwick Road, Greenwich, Connecticut 06831 (which real property is more particularly described on the attached Schedule "A") (collectively, the "Project") for a public purpose and to a non-profit entity;

Whereas, CDS desires to operate a children’s child care facility ("Child Care Facility") in a space designated for child care at the WGCC and as more fully described in Paragraph 1 titled Premises;

Whereas, the TOWN desires to lease 4,781 square feet of space on the first floor of the WGCC (which space is more fully described in Paragraph 1 titled Premises) in furtherance of meeting the child care needs of parents in the community; and
Whereas, the TOWN and CDS hereby enter into this Lease to provide for a Ten (10) year lease term with two options to renew as provided in Paragraph 15.

WITNESSETH:

1. PREMISES

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

   A. An area comprising 4,781 square feet of space located on the first floor of the WGCC, as shown on a plan entitled "Western Greenwich Civic Center, First Floor Child Care, December 2006," attached hereto as Exhibit A, which space is to be referred to as "Interior Premises."

   B. An area comprising 2,137 square feet located in the rear of the WGCC, as shown on a plan entitled "Western Greenwich Civic Center Revised Playground, Prepared for Town of Greenwich, July 10, 2006"; attached hereto as Exhibit B, which space is to be referred to as "Playground Premises."

   C. The additional rooms and/or common areas located in the WGCC that are more particularly identified on the attached Exhibit C, which areas are sometimes referred to herein as the "Additional Space Premises".

2. TERM

The term of this Lease shall be for a period commencing on July 1, 2007 (the "Commencement Date") and ending August 31, 2017 subject to renewal as set forth in paragraph 15 hereof for two (2) additional five (5) year lease terms; provided, however, in the event that the TOWN does not complete the Landlord's Work (in accordance with and
as defined in Section 6, below) and/or in the event that a final unconditional certificate of occupancy has not been issued for the Premises by July 1, 2007, then rent shall be abated on a per diem basis commencing on July 1, 2007 and continuing for each day thereafter until the Landlord’s Work is complete and the TOWN has issued an unconditional final certificate of occupancy for the Premises. Notwithstanding the foregoing, in the event that the Landlord’s Work is not completed and the final unconditional certificate of occupancy for the Premises is not issued by August 1, 2007, then CDS shall have the option, in its sole discretion, to terminate this Lease upon the giving of written notice to the TOWN and upon receipt of such notice this Lease shall immediately terminate and neither party shall have any further liability hereunder.

3. **RENT**

CDS shall pay the TOWN an annual Base Rent in the amount of Forty Thousand and Nine Hundred ($40,900.00) Dollars for each of the first three (3) years of the Lease term, payable in equal monthly payments of Three Thousand Four Hundred and Eight Dollars and Thirty Three Cents ($3,408.33), on the first day of each month, in advance, to the TOWN OF GREENWICH, or to such other person, firm or entity as the TOWN may, from time to time, designate in writing. The check should be sent to Town of Greenwich, Department of Parks and Recreation, Attn: Director, 101 Field Point Road, Greenwich, Connecticut 06830.

Beginning with year four (4) of the initial term and every three (3) years thereafter, including throughout any renewal terms, the Base Rent shall be increased by seven and one-half percent (7.5%) and shall be payable monthly in accordance with the foregoing terms and in the amounts set forth on the attached Schedule B.
4. **USE OF PREMISES**

The Premises will be used for the following purposes only: CDS shall use the Premises for the operation of a Child Care Facility conditional upon CDS complying with the applicable Connecticut General Statutes licensing requirements and/or all other applicable regulations for such use including the maintenance of the appropriate licenses for a Child Care Facility as required by the Connecticut Department of Health and other any local or other licensing requirements as well as the TOWN zoning regulations and in accordance with the Municipal Improvement Approval granted by the Planning and Zoning Commission. A copy of the Municipal Improvement Approval is attached hereto as Exhibit D. CDS shall use best efforts to keep fully informed and to comply with all existing and future federal, state, and local laws, ordinances, rules, regulating the use of the Premises as a Child Care Facility. CDS shall further use best efforts to be non-discriminatory as to race, color, religion, national origin, or sex in the operation of such facility.

The TOWN shall use best efforts to keep fully informed and to comply with all existing and future federal, state and/or local laws, ordinances, rules, and/or regulations applicable to the public use of the Project. In the event that any improvements and/or alterations are necessary to the base Building so as to bring the Project into compliance with, or to otherwise maintain such compliance, for public use or in the event that any such improvements and/or alterations are deemed necessary by any applicable local and/or State licensing agencies for the satisfaction of CDS' Child Care licensing requirements (or any rules, regulations and/or ordinances relating thereto), then, the TOWN shall make all such alterations and improvements, at its sole cost and expense and within forty-five (45) days written notice to the Town. In the event that the TOWN elects not to make such
alterations and/or improvements to the Project, at its sole cost and expense and within the period of time that is agreed to by CDS, then CDS shall have the right to terminate this Lease by the giving of written notice to the TOWN, as its sole remedy. Upon receipt of such notice this Lease shall immediately terminate and neither party shall have any further liability hereunder.

CDS staff at the Premises will include an on-site administrator or manager, who is responsible for the overall operation of the Child Care Facility including compliance with state and local child care licensing requirements.

In addition to the use of the Premises as a Child Care Facility, CDS shall further have the right to use the Interior Premises and/or the Additional Space Premises for parent/teacher meetings, board/committee meetings and/or fundraising events; provided, however, that the use of the Additional Space Premises shall be subject to CDS’ prior request to the TOWN Recreation Supervisor for the WGCC and the availability of the requested space. The use of the Additional Space Premises may also be subject to additional cost or expense to CDS. Any other activity proposed for the Premises other than as set forth in this section requires prior permission from the TOWN Director of Parks and Recreation or his authorized agent. Any failure by CDS 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 CDS 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 CDS that, subject to the representations set forth herein, the completion of the Landlord's Work, and the inspection of the Premises by all applicable State and local agencies and departments for purposes of satisfying CDS' child care licensing requirements, CDS has examined the Premises and accepts it in its present condition, and that the Premises leased from the TOWN as depicted in Exhibit A is accepted for the purposes herein specified (except as set forth above), and that, except as set forth below, the TOWN has made no representations as to the present or future condition of the Premises, including latent defects. Notwithstanding the foregoing, the TOWN represents and warrants to CDS that (i) there are no violations or alleged violations of building codes, zoning ordinances or other applicable laws with respect to the Project (which specifically includes the Premises); (ii) the proposed use of the Premises as a Child Care Facility is a permitted use within the current zoning classification of the Project and no variances or other approvals are necessary for such use, (iii) there are no pending or threatened condemnation proceedings with respect to the Project; (iv) there is no condition with respect to the Project (specifically including, without limitation, the Premises) that requires correction, mitigation, abatement or other action for the proposed use of the Premises as a Child Care Facility (including, without limitation, radon, lead based paint or conditions governed by the Americans with Disabilities Act of 1990, as amended), and (v) the TOWN has received all requisite approvals and has the authority to enter into this Lease on the terms and conditions set forth herein. While it is understood that the TOWN has worked with CDS to customize the Premises to CDS' specifications, including alteration of walls, final finishes and installation
of cabinetry and office furniture, the TOWN makes no representation that the Premises is in the condition legally required for the specific purposes set forth in paragraph 4. Except for the completion of the Landlord's Work, the matters set forth in Section 4, above, the inspection of the Premises by all applicable State and local agencies and departments for purposes of satisfying CDS' child care licensing requirements, and except for the matters included in the TOWN's representations set forth in this Section 5, CDS expressly assumes the responsibility of examining the Interior Premises for all other matters and for undertaking any and all additional work to the Interior Premises, at its sole cost and expense, to render the Interior Premises habitable and fit, as required by law, for the specified uses set forth in paragraph 4. CDS shall maintain the Interior Premises and the Playground Premises (including equipment servicing and cleaning) as habitable and legally fit for the use specified in paragraph 4.

6. **IMPROVEMENTS AND ALTERATIONS**

This Lease is contingent upon (i) the TOWN's completion of the following work on or prior to the Commencement Date: (a) the relocation and installation of the interior fencing within the Playground Premises as depicted on the attached Exhibit B so as to provide for a minimum area of 600 square feet (which area is based on the formula of 75 square feet per child for children under the age of 3 years, so as to permit CDS to accommodate at least eight (8) children in this age group), at the TOWN's sole cost and expense and to the satisfaction of CDS so as to permit CDS to satisfy its Child Care licensing requirements, and (b) the work described on the attached Exhibit E, at the TOWN's sole cost and expense (the work described in the foregoing subsections (a) and (b) are collectively referred to as the "Landlord's Work"); and (c) the issuance of a final unconditional
certificate of occupancy for the Premises, and (ii) the receipt by CDS of the required authorizations and/or licensure from the State of Connecticut on or prior to August 29, 2007, for the use of the Premises as a Child Care Facility. The TOWN and CDS agree to cooperate with each other in the making and filing of all applications for any approvals that are a condition precedent to the performance by either party hereunder and to provide any documentation that is reasonably requested or that is necessary to support any such application(s).

In the event the contingencies required by this Paragraph are not accomplished by the dates set forth herein, then this Lease shall terminate by the delivery of written notice by the terminating party, unless CDS and the TOWN opt to further extend the contingency time period in this Lease so as to permit the non-compliant party an additional thirty (30) day period of time to satisfy the applicable contingency(ies). Upon the delivery of any termination notice, this Lease shall immediately terminate and neither party shall have any further liability hereunder.

CDS, during the term of this Lease, shall not make any improvements or alterations to the Premises without the prior written approval of the Director of Parks and Recreation of the TOWN and the Commissioner of Public Works of the TOWN, which consent shall not be unreasonably withheld, conditioned or delayed. However, any improvements or alterations to the Premises authorized by the TOWN at the request of CDS shall be executed by the TOWN at the sole cost and expense of CDS, including any costs or expenses associated with obtaining permits and other regulatory or administrative approvals, as are normally incidental to the progress and satisfactory conclusion of the same. Without limiting the foregoing, CDS and the TOWN acknowledge and agree that
CDS intends to install a playground surface and playground equipment in the Playground Premises and the Director of Parks and Recreation of the TOWN and the Commissioner of Public Works of the TOWN, agree not to unreasonably withhold, condition or delay their approval for the installation of such surface or equipment. The installation of such surface and the equipment shall be completed by a third party playground equipment vendor, at the sole cost and expense of CDS; provided, however, that any such vendor must be approved by the TOWN and must satisfy the TOWN's insurance requirements, which insurance requirements shall not be unreasonably imposed or applied by the TOWN. At the end of the Lease term, the playground equipment may be removed by CDS, at its sole option. In the event that the playground equipment is not removed by CDS within forty-five (45) days subsequent to the end of the Lease term (including any renewal option(s)), then such equipment shall become the property of the TOWN.

Subject to the requisite TOWN approvals, CDS shall further have the right to install signage at the Premises at the locations set forth on the attached Exhibit H. The cost and installation of the signage shall be at the sole cost and expense of CDS except for the main entrance sign, which shall be the cost and responsibility of the TOWN. Any approvals required by the TOWN for the signage shall not be unreasonably withheld, delayed and/or conditioned. Any contractor/vendor that is retained by CDS for the installation of the foregoing signage must be approved by the TOWN and must satisfy the TOWN's insurance requirements, which requirements shall not be unreasonably imposed or applied by the TOWN.

Any other improvements or alterations to the Premises 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 CDS. Notwithstanding the foregoing, CDS 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 including, without limitation, any supplemental cabinetry installed by CDS.

7. MAINTENANCE OF THE PREMISES

Except as otherwise provided herein, CDS at its sole cost and expense shall maintain the Interior Premises and the Playground Premises (including the playground surface and the equipment) in good repair and safe condition for the purposes set forth in this Lease and shall surrender the Interior Premises and the Playground 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, wear and tear as a Child Care Facility; and CDS agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease. The TOWN agrees that it shall repair and/or replace the exterior and/or interior fencing for the Playground Premises but it shall not be responsible for cleaning any such fencing.

The TOWN will provide for snow and ice removal for the Project (including, without limitation, the traffic flow and parking areas) designated on Exhibit F, at its sole cost and expense, according to the TOWN's priority and schedule for the WGCC. Notwithstanding the foregoing, CDS shall have the right to retain a third party vendor to provide snow and ice removal to such traffic flow and parking areas in the event that CDS opts to open, or remain open, for business during any time(s) when the WGCC is otherwise closed by the TOWN or in the event that the TOWN's priority and schedule for the snow and ice removal at the WGCC is not consistent with CDS' Business Hours. Any such service provider must
be approved by the TOWN and must satisfy the TOWN's insurance requirements, which requirements shall not be unreasonably imposed or applied by the TOWN. CDS will further provide for snow removal, at its sole cost and expense, to the Playground Premises (including the bridge); provided, however, that the TOWN will provide snow and ice removal for the ramp.

CDS shall dispose of regular refuse in the main trash dumpster at WGCC, the removal of which is to be paid for by the TOWN. CDS shall at its own expense remove any refuse that requires special handling, such as medical, hazardous or contaminated waste.

The TOWN agrees to provide and maintain landscaping services at the WGCC and to keep all stairs, sidewalks, parking lots, driveways and playgrounds (other than the Playground Premises) reasonably clear of leaves.

The TOWN agrees to provide, at its sole cost and expense, all necessary maintenance and repair of the Project (including, without limitation, the Premises), including the maintenance, repair and/or replacement of the exterior and interior fencing in and around the Playground Premises, all windows, all heating, cooling, electrical, plumbing and ventilation systems, all toilets and sinks, all telephone and Ethernet wiring and related systems (including jacks), and any structural repairs to the WGCC building including, without limitation, all walls, ceilings and floors that form the boundary of the Interior Premises, provided, however, that the TOWN shall not be responsible for custodial or cleaning services related to the Interior Premises or the Playground Premises (such as the replacement of light bulbs or minor repairs to cabinets, and other fixtures that are located within the Interior Premises). CDS shall have the right to retain a third party provider for such custodial services; provided, however, that any such service provider must satisfy the
TOWN's insurance requirements, which shall not be unreasonably imposed or applied by the TOWN.

8. **UTILITIES AND OTHER SERVICES**

The TOWN shall provide all necessary utilities to the Premises, including without limitation, heat, water (including hot water), sewer, electricity and natural gas. The TOWN shall provide the foregoing utilities to the Premises so as to permit CDS to operate the Child Care Facility from 7:00 am to 6:30 pm Monday through Friday weekly during the Lease term (including all renewal options) (the "Business Hours") and at all other times requested by CDS pursuant to Section 4, above. The TOWN shall locate within the Interior Premises the control mechanisms for the regulation of all heat and hot water that is provided to the Interior Premises so as to permit CDS to comply with all State and local licensing requirements related thereto. The TOWN has provided telephone and Ethernet jacks to serve the Interior Premises. In this regard, the TOWN, at its cost and expense, shall be responsible for the installation, maintenance, repair and replacement of all telephone and Ethernet wires, cables and jacks that serve the Interior Premises; provided, however, that CDS, at its sole expense, shall directly pay for such telephone and internet services. As to the utilities (i.e. water, sewer, electricity and natural gas), CDS agrees to pay fifteen (15%) percent of the monthly cost of such utilities billed to the TOWN for the WGCC, as its pro rata share of such expenses. The TOWN, through its Department of Public Works, shall forward a monthly invoice to CDS for its pro rata share together with a copy of the utility bills for payment; CDS shall pay its pro rata share of such bills within 30 days of receipt. The provision of utilities by the TOWN pursuant to this Lease shall not include janitorial services for the Interior Premises. CDS agrees that it shall be responsible for all janitorial services to
the Interior Premises and will sufficiently maintain the Interior Premises to the standards of
the WGCC. CDS shall also provide all operating supplies such as toilet paper, hand towels,
soap, garbage cans and dispensers for the restrooms contained within the Interior
Premises. The TOWN agrees to install the dispensers if so requested by CDS.

The TOWN shall also provide and maintain, at its cost and expense, a
computerized door access system ("Access System") at main Child Care Facility door
#106A as show on Exhibit F with One Hundred (100) non-printed (white) card access
keys, subject to the following conditions:

a. Any card access keys over the 100 originally provided will be the
responsibility of CDS; provided, however, that the TOWN agrees to issue additional
access keys upon request to the TOWN Superintendent of Building Maintenance and
Construction and upon payment of the then applicable replacement cost.

b. CDS, at its cost and expense, shall provide an updated Windows based PC
to operate the Access System and the TOWN, at its cost and expense, shall provide,
maintain and/or replace the software program to run the Access System during the Lease
term.

c. The TOWN shall provide preliminary and on-going training (as requested by
CDS) to designated employees of CDS for the operation of the Access System software,
at no additional cost or expense to CDS.

d. The Access System shall be for the clients of CDS only. All CDS employees
shall be issued TOWN of Greenwich card keys that will open the building as well as the
Child Care Center.

e. Certain employees, as designated by CDS, in its sole discretion, shall be
provided access to the Premises 24/7 and all other full-time CDS employees shall have access to the Premises during CDS Business Hours.

f. CDS employees shall be subject to a $10 replacement fee if any personal access key is misplaced or lost.

g. The perimeter burglar alarm for the Premises will be included as part of the main security system for WGCC, at no additional cost or expense to CDS.

h. The TOWN, at its sole cost and expense, shall install and maintain a wireless doorbell at a location to be mutually agreed to by the TOWN and CDS.

CDS agrees that it shall not change the locking and/or Access System without prior permission from the Superintendent of Building Construction and Maintenance of the TOWN.

9. INSURANCE AND PROPERTY LOSS

A. In addition to any insurance coverage required under state law for operation of the Child Care Facility as specified in paragraph 4, CDS 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 CDS 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 depicted in Exhibit A [First Floor Child Care Plan] by CDS 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:

(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 CDS and insuring CDS’s own personal property. The TOWN will not carry insurance on personal property of CDS or improvements to the Premises made by CDS, 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 CDS's use and occupancy of the Premises depicted in Exhibit A [First Floor Child Care Plan] 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 CDS under this Lease and shall name the TOWN and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against the TOWN.

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

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

(5) Workers compensation insurance for all of CDS’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.

The TOWN shall have the right to require CDS 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.
CDS shall furnish three (3) certificates to the TOWN of each insurance policy or policies on an Acord certificate of insurance form upon the commencement of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy. CDS shall also furnish the TOWN with an original endorsement letter from its insurance agent(s), in the form attached hereto as Exhibit G. 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 CDS 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.

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

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

(2) any injury or damage to property or persons including without limitation CDS's employees, agents, tenants, lessees, licensees, invitees, or trespassers resulting from any cause whatsoever in connection with the use of the Premises as depicted in Exhibit A [First Floor Child Care Plan], unless caused by or due to the negligence or affirmative or willful act of the TOWN, its employees, agents or officers.

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

10. INDEMNIFICATION

CDS 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 CDS, 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 CDS, its officers, agents, contractors, employees, tenants, residents, lessees, licensees or invitees, and/or (iii) the use and occupancy of the Premises by CDS, its officers, agents, employees, tenants, lessees, licensees or invitees.

CDS 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 depicted in Exhibit A [First Floor Child Care Plan] and shall indemnify and hold harmless the TOWN, its officers, employees and agents, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or based upon any violation or claimed violation of any such laws, ordinances, rules and regulations, whether committed by CDS or any of its officers, agents, employees, tenants, residents, lessees, licensees or invitees.

11. **SUBLETTING AND ASSIGNMENT**

CDS 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, which consent shall not be unreasonably withheld, delayed or conditioned. If at any time following the commencement of operating the Child Care Facility, the Premises shall be deserted or vacated for a period of sixty (60) days or more, and such desertion or vacation is not caused by (i) an act or a failure to act by the TOWN, (ii) an act of God, (iii) terrorism, or (iv) the events covered by Section 16, below, then the First Selectman of the TOWN may declare the Lease in default, and this Lease shall terminate upon written notice to CDS.

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 CDS of
the need to make emergency repairs. If the TOWN is unable to reach the Executive Director of CDS or if an emergency condition of the building requires a more immediate response, CDS 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.

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 CDS:

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

(b) If the Premises are abandoned or deserted for a period of sixty (60) or more consecutive days following the opening of the Child Care Facility, and such abandonment or desertion is not caused by (i) an act or failure to act by the TOWN, (ii) an act of God, (iii) terrorism, or (iv) the events set forth in Section 16, below;

(c) If any lien, attachment or other encumbrance is lodged against the Premises by a party claiming loss, through or under CDS and is not discharged within (90) days or otherwise provided for to the TOWN'S reasonable satisfaction within such time;

(d) If CDS fails within a reasonable time to cure any non-compliance with the conditions of valid licensure of the Child Care Facility as required by law provided that such conditions pertain to the Interior Premises and are within CDS' reasonable
control and ability to satisfy;

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

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

In the event of a default by CDS 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. CDS 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, to the extent permitted by law, CDS 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 CDS in connection with the enforcement by the TOWN of any of its rights or remedies under this Lease. CDS 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 CDS by summary process or otherwise and remove CDS's effects and hold the Premises as if this Lease had not been made, and CDS 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. CDS shall have the right to immediately terminate this Lease if any act or failure to act by the TOWN results in the inability of CDS to obtain and/or maintain its license for the use of the Premises as a Child Care Facility pursuant to all applicable State, local and/or municipal statutes, rules and/or regulations (including, without limitation, the conditions precedent set forth in Section 2, 4, and 6). In all other events, CDS shall have the right to terminate this Lease 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 CDS shall be obliged to pay for any rent 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 CDS 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, wear and tear as a Child Care Facility and provided that CDS may opt to leave the playground equipment at the Playground Premises.

E. **TOWN’S Performance Upon Default by CDS**

If CDS is in material default under this Lease beyond the expiration of all applicable notice and cure periods, then, 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 CDS 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 CDS to the TOWN upon the rendition of any bill or statement to CDS therefore, together with interest thereon at a rate equal to twelve percent (12%) per annum.

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

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

15. LEASE RENEWAL

CDS shall have the right, privilege and option to renew this lease for two additional
terms of five (5) years each, 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 or any renewal thereof, and provided further that such
renewal term shall be subject to such conditions as the TOWN may then deem necessary or appropriate; provided, however, that any such conditions shall not be unreasonably imposed by the TOWN and must be confirmed in writing to CDS no later than forty-five (45) days after the delivery of the renewal notice, any such conditions must be within the reasonable control of CDS to satisfy, and rent shall be payable in the amounts and pursuant to the terms of Section 3, above. In the event that CDS is not able to satisfy any such conditions imposed by the TOWN or in the event that such conditions are unreasonable, if imposed, then CDS shall have the right to revoke its notice to renew upon the delivery of written notice to the TOWN. Upon receipt of such notice, the exercise of the renewal option shall be automatically revoked and the Lease shall thereafter terminate on the later of (i) the then scheduled Lease termination date, or (ii) sixty (60) days after the delivery of CDS' notice of revocation to the TOWN.

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 CDS 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 by its Board of Selectmen, cease and become null and void, and CDS shall immediately surrender the Premises and all CDS'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 CDS 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 reconstruct the Premises, then CDS shall be obligated to contribute such additional sum as may be required to repair or reconstruct the Premises in conformity with such requirements.

Allocation between the parties of any insurance proceeds paid or payable to the TOWN and CDS in the event of any such damage by fire or other cause shall be determined by agreement between the TOWN and CDS.

17. **TRAFFIC FLOW AND PARKING**

As indicated on Exhibit F, CDS staff will not be permitted to park in the Project parking lot. All staff will utilize the Municipal Parking Lot near the Glenville Firehouse. The traffic flow to and from the Child Care Facility shall be directed through the area that is identified on the attached Exhibit F.

18. **QUIET ENJOYMENT**

Subject to the foregoing, CDS shall peaceably and quietly have, hold and enjoy the Premises for the terms aforesaid, conditioned upon CDS's performance of its covenants of this Lease in all respects.

19. **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 CDS: Executive Director, Children's Day School, 8 Riverside Avenue, Riverside, CT 06878

20. **ENTIRE AGREEMENT**

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

21. **MODIFICATIONS**

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

22. **BINDING EFFECT**

All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

23. **SAVINGS CLAUSE**

If any term, condition, clause or provision of this Lease shall be determined or declared to be void or invalid by any court or other tribunal of competent jurisdiction, the parties specifically agree that such determination or declaration shall be applicable only to such term, condition, clause or provision and that term, condition, clause or provision shall be stricken from this Lease as though it had never been included and all other portions of this Lease shall be valid and enforceable and shall continue in full force, effect and operation.

24. **MEMORANDUM OF LEASE**

The TOWN and CDS agree to execute a Memorandum of Lease in the form of the attached Exhibit "I". CDS is authorized to record the Memorandum of Lease on the Greenwich Land Records at its sole cost and expense.
25. **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.

26. **COUNTERPARTS**

This Lease may be executed in counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same lease.

27. **SCHEDULES AND EXHIBITS**

The following Schedules and Exhibits are attached hereto and are incorporated into and made a part of this Lease by this reference:

- Schedule A - Legal Description
- Schedule B - Rent Schedule
- Exhibit "A" - First Floor Child Care Plan
- Exhibit "B" - Playground Premises
- Exhibit "C" - Additional Space Premises
- Exhibit "D" - Municipal Improvement Approval
- Exhibit "E" - Landlord's Work
- Exhibit "F" - Traffic Flow and Designated Parking
- Exhibit "G" - Form of Insurance Endorsement Letter
- Exhibit "H" - Signage
- Exhibit "I" - Memorandum of Lease
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 26th day of June, 2007.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: [Signature]
James A. Lash
First Selectman

CHILDREN'S DAY SCHOOL, INC.

By: [Signature]
Sherry Myers, Its Chairman
Hereto Duly Authorized
STATE OF CONNECTICUT 
COUNTY OF FAIRFIELD 

On this 26th day of June, 2007, personally appeared James A. Lash, 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.

[Signature]
Notary Public
My Commission Expires: 4.30.08

STATE OF CONNECTICUT 
COUNTY OF FAIRFIELD 

On this 23rd day of June, 2007, personally appeared Sherry Myer in her capacity as Chairman of the Board of CHILDREN'S DAY SCHOOL, INC., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, and the free act and deed of CHILDREN'S DAY SCHOOL, INC., before me.

[Signature]
Notary Public
My Commission Expires:

KARLA P. RAY 
NOTARY PUBLIC 
MY COMMISSION EXPIRES JUNE 30, 2007
SCHEDULE A

BOOK 172 WARRANTEE DEED.

To all People to whom these Presents shall come, Greeting:

KNOW YE THAT J. FIDELICE J. HARTZEL, of the Village of Portchester, County of Westchester and State of New York,

For the consideration of Three Hundred Five Dollars ($305.00) Dollars,

...the said grantees, their successors and assigns forever, and the same presents and before...
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE That We, Christian Herter and Mary Herter, Husband and wife, of the City, County and State of New York

For the consideration of Fifteen Hundred Dollars, received to our full satisfaction of The Glenville School District of the Town of Greenwich in Fairfield County, Connecticut, a body corporate under and according to the Statute law of the State of Connecticut, and as such corporate body authorized for school purposes to purchase receive and hold real estate

Do give, grant, bargain, sell and confirm unto the said Glenville School District all that certain lot of ground in said school District lately fixed and designated by the School Committee of the Town of Stamford as a school house site: said lot or site being a portion of an open lot of land in said Glenville lately belonging to Mrs. Mary Miles and by her conveyed to said Mary Herter by deed dated December 5, 1881 and recorded in the Land Records of said Greenwich Vol. 48, page 403 and said open lot being situated on the Southerly side of the highway leading from "Horseneck" so called to the "Hawthorne Hills" so called in said Glenville: a particular description of said lot or designated school house site is as follows, to wit: Beginning at a point one hundred and twenty (120) feet: Easterly of the north end of the Westerly boundary line of said open lot of the grantor (such point being in a line with the picket fence in front of factory property adjoining said open lot and near to and Southwesterly from a small black walnut tree) thence running N. 3° E. 15 (fifteen) links to a public Highway thence W. 71° E. 1.62 (one 62/100) chains thence 3. 84° E. 28 (twenty eight) links; thence S. 68° E. 22 (twenty two) links the last named three courses border on the public highway; thence S. 3° W. 5.38+ (five 38/100+) chains; thence N. 74° 2.05 (two 5/100) chains thence N. 3° E. 4.25+ (four 25/100+) chains to the point of beginning containing one acre.
of land bounded Northerly by highway and by land of said grantor Mary Horton on all other sides a corroboration and corresponding description of said conveyed school house site may be found in the written report of said Stamford School committee as such report is on record in the land records of said Greenwich Vol. 146, page 153.

TO HAVE AND TO HOLD the above granted and bargained premises with the privileges and appurtenances thereof, unto it the said grantee District forever, to its own proper use and behoof. And also we the said grantors do for ourselves, our heirs, executors and administrators, covenant with the said grantee District that at and until the enroachment of these presents we are well and saved of the premises, as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written, and that the same is free from all incumbrances whatsoever.

AND FURTHERMORE, we the said grantors do by these presents bind ourselves and our heirs forever to WARRANT AND DEFEND the above granted and bargained premises to it the said grantee, District against all claims and demands whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 26th day of May A.D. 1882.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF

Chas. L. Beaman
Charles Nettleton

Christian Herter
Mary Herter

STATE OF NEW YORK
) ss. New York City
County of New York

Personally appeared Christian Herter and Mary Herter his wife signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, before me.

In witness whereof I have hereunto set my hand and affixed my official seal this 26th day of May A.D. 1882.

(Charles Nettleton
Commissioner for Connecticut in New York
117 Broadway, N.Y. City)
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Lease:
Town of Greenwich with Children's Day School Inc.

*Please refer to the attached lease agreement for detailed terms and conditions.*
EXHIBIT "C" [Additional Space Premises]

1. Gym/Multi-Purpose Room [First Floor]
2. Dance Studio [Second Floor]
3. Community Room [Lower Level]
TO: Lloyd Hubbs, Commissioner of Public Works  
   Joseph Siciliano, Director of Parks and Recreation  
   Alan Monelli, Superintendent of Buildings

FROM: Diane Fox, Director Planning and Zoning/Zoning Enforcement Coordinator/Town Planner

DATE: April 2, 2007

RE: FSP #3202 and MI #0558 - Lease for Children’s Day Care at Western Greenwich Civic Center located at 449 Pemberwick Road in the R-7 zone.

At a regular meeting on March 27, 2007 and upon a motion made by Mr. Heimbuch and seconded by Mr. Farricker, the following resolution was unanimously adopted: (Voting on this item: Messrs. Heller, Farricker, Heimbuch, Maitland, and Brooks).

Whereas the Commission held a public meeting on March 27, 2007 and took all testimony on this item required by law; and

Whereas the Commission finds that there was a previous Municipal Improvement and Site Plan approval in 2004 for the children’s playground and exterior and interior renovations to this Western Greenwich Civic Center, including a new handicapped entry with elevator and parking spaces, new curbs and widened driveway on Pemberwick Road and new striped parking spaces in the westerly parking lot for the Day Care Center parents parking and new footbridge from the building to the exterior playground with its new retaining walls to enclose the play area; and

Whereas the request from the Director of Parks and Recreation and Commissioner of Public Works to approve a lease and use of 4,781 sq. ft. of interior floor area on the first floor for the Children’s Day Care Center and 2,137 sq. ft of exterior play area for up to 60 children ages 6 weeks to 6 years old with 18 staff members and with 30 parking spaces in the westerly parking lot for parent parking in the AM and PM peak hours; and

Whereas the Commission finds that the plan presented showed a drop-off area near the doorway, but there will be no staff to meet the children to be dropped-off and the ages of the children (6 weeks to 6 years old) makes drop-off impossible and improbable and such wording should be removed from the plans; further the 8 staff parking spaces adjoining the entry to the Day Care makes parents park farther from the doorway for infants and small children twice a day which is not only inconvenient but could potentially
be unsafe and that the 8 staff parking should be relocated with the other 10 staff parking across the street
in the Municipal Parking Lot near the Glenville Firehouse; and

Whereas the Commission further finds that the traffic report dated 2004 noted that there will be a need for
at least 29 spaces for parent pick up in the PM peak hour, and in the AM peak hour there are other current
programs and simultaneous uses in the building also in need of parking – particularly at peak hours in the
AM which will require parking as well, including group classes for Yoga, Pilates, Stretching, Cardio Core
Training, Back Balance Clinic, Senior Functional Training, and Belly Dancing in the gym and other
locations in this building in the morning from 8:30 am to 12:30 p.m. competing for the same on site
parking spaces as parents, and to avoid parking problems and conflicts, it is suggested that the language in
the lease should state that there will be no staff parking in this parking lot, but all staff will utilize the
Municipal Lot in order to accommodate adequate parking for parent drop-off and pick-up from 7:30 a.m.
to 6:00 p.m.; and

Whereas the Commission finds that the Municipal Improvement can be approved per Section 99 of the
Charter in as much as the lease and the use of the premises for a Day Care Center; meets the stated
community needs of the Glenville area and the goals of the 1998 Plan of Conservation and Development
for the re-use of the Western Greenwich Civic Center; and

Whereas the Commission finds that the proposed site plan with modifications and floor plans meet the
standards of Sections 6-13 through 6-15 for the Town owned facility for the Children's Day Care facility,
and is a permitted use in the R-7 residential zone.

Therefore Be It Resolved that applications FSP #3202 and MI #0558 as submitted by Joseph Siciliano,
Director of Parks and Recreation, authorized agent, on behalf of record owner, the Town of Greenwich,
and the Children's Day School, Inc., lessee, for a final site plan and municipal improvement for a lease
between the Children's Day School and the Town of Greenwich for use of 4,781 square feet of interior
space and 2,137 square feet outside play area for a children's program at the Western Greenwich Civic
Center per Sections 6-15, 6-158, and 6-205 of the Town of Greenwich Building Zone Regulations and
Section 99 of the Town Charter on property located at 449 Pemberwick Road in the R-7 zone as shown on
a plan prepared by Pustola & Associates Engineers last dated 03/14/07 are hereby approved with
modifications.

The modifications to the Site Plan and Lease are as follows and will be addressed prior to the submission
of the three sets of final revised site plans and interior floor plans to Planning and Zoning staff for signoff
prior to any building permit or CO as follows:

1. Town Traffic Engineer will monitor traffic issues and left turns from Glenville Road onto
Pemberwick Road prior to the installation of the traffic signal at Weaver Street and Glenville
Street to assess if there will be queuing on Glenville Road (particularly in the AM peak hour) that
will block turns onto Pemberwick Road to this Day Care Center.

2. The Lease and Site Plan will be revised to show removal of reference to a drop-off area, and all
staff parking will be relocated to the Municipal Parking Lot across the street behind the Glenville
Firehouse.
3. The Children’s Day School Center will not offer any after school program or increase in enrollment beyond the 60 represented with the 18 staff without returning to Planning and Zoning for review and approval.

4. Handicapped parking and access to the elevator from the exterior to the interior area will be made part of the site plan for the Children’s Day School Center and be shown on the final plans.

5. The Children’s Day School will require licensing from the State of Connecticut, which has not been acquired at this time.

6. RTM approval of the revised lease is required before any occupancy of the Center.

7. The Town Traffic Engineer has verified that the paved driveway is 20 feet wide and sufficient for two-way traffic and that sight distance for the western most driveway is acceptable and was measured. The Line of Sight to the right looking up towards Glenville Road is approximately 180 feet. At this point a driver can clearly view vehicles turning from Glenville Road (both directions). The Line of Sight to the left, looking toward "The Mill", is approximately 245 feet. At this point a driver can clearly view vehicles approaching from the south along Pemberwick Road.

The contents of this letter have been reviewed by members of the Commission and reflect the decision the Commission made at its meeting on March 27, 2007.

If you have any questions, please call our office.

cc. Abby Wadler
    John Wayne Fox
EXHIBIT "E"

[Landlord's Work]

1. As a condition precedent to the performance of this Lease by CDS, the Town, at its sole cost and expense, shall perform a radon test in the Premises and shall deliver a satisfactory radon inspection report from a reputable Inspector on or before March 31, 2007. It is understood between the parties hereto, if there is evidence of radon in the Premises at a level that is at or above 4.0 pico curies per litre and at or above 5000 pico curies per litre in the water supply, then the Town hereby agrees to take all necessary action to remediate this problem and further agrees to deliver to CDS satisfactory documentation evidencing that the level of radon is within the Environmental Protection Agency's acceptable standards or such other standards as may be applicable for purposes of satisfying CDS' licensing requirements.

2. Installation of carpet and flooring in class rooms

3. Installation of storage units in class rooms and hallway

4. Completion of office furniture and installation (subject to carpet installation)

5. Installation of door bell at entrance door to stairwell (i.e. CDS stairway entrance)

6. Light fixture switching revision at room 12/12A (add a switch and separate the circuits into two sides of the room)
(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: (Name of the Insured)
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

(1) I am a duly licensed insurance agent under the laws of the State of [insert state] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;

(2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, 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 nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Authorized Representative for all companies listed in the Acord form
EXHIBIT "T"

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into effective as of ___________ 2007, by and between THE TOWN OF GREENWICH ("Landlord"), and CHILDREN'S DAY SCHOOL, INC. ("Tenant").

RECITALS:

A. Landlord is the owner of the land together with the buildings and improvements located thereon known as the Western Greenwich Civic Center with an address of 449 Pemberwick Road, Greenwich, Connecticut, as more particularly described on the attached Exhibit "A" (collectively, the "Land").

B. Landlord and Tenant have entered into a lease dated ___ , in which Landlord has agreed to lease a portion of the Land to Tenant (the "Demised Premises").

C. The parties wish to give notice of the existence of the Lease.

PROVISIONS:

IN CONSIDERATION of the sum of One Dollar ($1.00), the execution of the Lease, the mutual covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM: The initial term of the Lease shall commence on ___________ , and shall continue for a period of ten (10) years; unless earlier terminated as provided pursuant to the Lease (the "Lease Term"). Tenant further has the option to extend the term of the Lease for two (2) successive periods of five (5) years each.

2. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship has been created between Landlord and Tenant regarding leasing of the Demised Premises, all in accordance with the terms, covenants and conditions of the Lease.

3. The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length.

[Signature Page Follows]
IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: __________________________
    James A. Lash First Selectman

CHILDREN'S DAY SCHOOL, INC.

By: __________________________
    Sherry Myer
    Its Chairman of the Board
    Hereto Duly Authorized
November 30, 2016

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

Dear Mr. Tesei:

This is to notify you that Children’s Day School Inc. intends to renew the lease at Western Greenwich Civic Center pursuant to Paragraph 15, original date July 1, 2007. This will constitute the first five year renewal which will commence July 1, 2017.

Please contact me if you have any questions.

Regards,

Sara Champion  
Director  
Children’s Day School Inc.  
8 Riverside Avenue  
Riverside, CT  06878  
Ph 203-637-1122  

449 Pemberwick Road  
Greenwich, CT  06831  
Ph 203-532-1190
Children's Day School, Inc.

Insurance Review:

Page 14 (1) From by brief dealings with GDS I believe keeping this standard lease clause for all risk property insurance for the entire premises may not be accepted. They will not want to carry property insurance for the entire premises. What they must carry is enough insurance to cover a catastrophic fire for example. There is a way to cover these possibilities by requiring umbrella coverage that meets the replacement value of the building. Based on the assessed value the umbrella would need to be raised to $10,000,000 sitting on top of a $1,000,000 primary policy. This will need to be discussed.

Page 15 (2) because of the scope of services this tenant provides, I think we need to include a clause that they need to have in place $1,000,000 of Abuse and Molestation coverage with a $2,000,000 aggregate.

Also (2) Please consider language in last sentence to include “be non-contributory” inserted after “endorsed to” in the last sentence. This issue is covered under Paragraph 7 but it might be more certain if we actually saw it in an endorsement. But this is a Law Dept. decision.

Pg. 16 – (5) – please raise employer’s liability minimums to $1,000,000 for the three types of coverage.

Please consider language in last sentence to include “be non-contributory” inserted after “endorsed to” in the sentence. This issue is covered under Paragraph 7 but it might be more certain if we actually saw it in an endorsement. But this is a Law Dept. decision.

Pg. 17 paragraph (7) do not like open ended clause on self-insured retention. “must be disclosed” does not prevent them from having a very high deductible unless this concern is covered by the indemnity clause. Need to discuss with Law
TOWN OF
GREENWICH

Office of First Selectman (203) 622-7710 Fax (203) 622-3793
Town Hall • 101 Field Point Road • Greenwich, CT 06830
E-Mail: ptesei@greenwichct.org

BOARD OF SELECTMEN MEETING

Thursday, April 6, 2017
10 a.m.
Town Hall Meeting Room

AGENDA

1. Welcome and Pledge of Allegiance

2. Approval of Minutes
   a. Special Board of Selectmen Regular Meeting on March 15, 2017
   b. Board of Selectmen Public Hearing March 16, 2017

3. First Selectman’s Updates – Peter J. Tesei

4. Old Business
   a. Proposed Charter Revision changes regarding the Board of Education.

5. New Business
   a. Children’s Day School Lease

6. Appointments and Nominations

7. Executive Session
   a. Pending Litigation

8. Adjourn

Peter J. Tesei
First Selectman

This certificate received on file
On APR 04 2017
At 2:05pm

Town Clerk

"The Town of Greenwich is Dedicated to Diversity and Equal Employment Opportunity"