Board of Selectmen Meeting
Thursday, September 10, 2015
10:00 a.m.
Town Hall Meeting Room

AGENDA

1. Welcome and Pledge of Allegiance

2. Approval of Minutes
   a. Board of Selectmen Regular Meeting on August 21, 2015
   b. Board of Selectmen Special Meeting on September 4, 2015

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

4. Old Business
   a. Greenwich Adult Day Care, Inc. Lease Renewal

5. New Business
   a. Request to Endorse the Application for Neglected Cemetery Grant
   b. Department of Public Works – Alan Monelli – Greenwich Preservation Trust’s request to have a plaque placed on the remaining stone walls of the Seton House in Pomerance Park

6. Appointments and Nominations

7. Executive Session

8. Adjourn
Town of Greenwich
Board of Selectmen Meeting
August 21, 2015
10:00 a.m.
Town Hall Meeting Room

Draft Minutes

1. The meeting opened at 10:31 a.m. with the Pledge of Allegiance.
   a. Attendance:
      i. First Selectman Peter J. Tesei – Present
      ii. Selectman John F. Toner – Present
      iii. Selectman Drew Marzullo – Present

2. Approval of Minutes
   a. Minutes of Regular Board of Selectmen meeting held on 8-6-2015 were reviewed and approved as presented without objection.

3. First Selectman’s Update
   a. On August 11, there was a public hearing regarding the Community Development Block Grant program year 2016. The First Selectman heard the proposed recommendations from the Community Development Advisory Committee, and considered public input as well.
   b. There was a Fire Department swearing-in ceremony on August 17, at which there were two promotions to lieutenant and two new hires to fill vacancies that occurred due to retirements.
   c. The Western Connecticut Council of Governments (WestCOG) met on August 20 in New Canaan. The discussion focused on aging population, the challenge of providing affordable housing for those entering the workforce, where the administrative offices of WestCOG will be located, and a presentation on updates to the region’s GIS.
   d. On August 7, Town staff met to discuss the Eversource Energy substation project proposal in preparation for the September 1 public hearing. In attendance were Amy Siebert, Bruce Spaman, Denise Savageau, John Wetmore, Joseph Roberto, Joseph Siciliano, Katie DeLuca, and Pat Sesto. The public hearing will be hosted by the CT Siting Council, and will be located at the Cole Auditorium of Greenwich Library.
   e. On August 12, the First Selectman met with residents of the North Mianus / Riverside area to look at improved access to the Mianus River for kayaks and canoes.
   f. August 27 is back to school for Greenwich teachers. The Convocation will take place at Greenwich High School.
   g. On August 30, there will be a dedication of the Mianus River Bridge over Route 1 as the Honorable David N. Theis Memorial Bridge. The ceremony will begin at 11:00 a.m.
   h. On August 20, there was an evening meeting discussing later school start times. It was attended by representatives from across the political spectrum, educators, school administration, and medical services.
   i. A first draft of the Harbor Management Plan has been submitted for consideration by the BOS before it will move on to the RTM.
4. Old Business

There were no items of Old Business before the Board of Selectmen.

5. New Business
   a. Greenwich Adult Day Care, Inc. Lease Renewal
      i. The River House, formerly known as Greenwich Adult Day Care, has held a lease with the Town since 2005. The River House provides care for adults in their senior years 6 days a week. The River House is now seeking a ten year lease renewal.
      ii. Peg Drenckhahn, Director of Program Services at the River House, provided a background and overview of their services for the aged.
      iii. Ms. Drenckhahn also shared that a consultant, commenting in a statement on the River House’s strategic plan, called it the "gold standard amongst statewide adult day cares."
      iv. As per the Selectmen’s policy on lease renewals, this topic will be revisited at the next regularly scheduled Board of Selectmen meeting.
   b. Application by the Historic District Commission to be appointed the "study committee" to investigate the property at 117 Dingletown Road to determine if it is an appropriate property to be named an historic property
      i. Steve Bishop, Chairman of the Historic District Commission (HDC), spoke on this topic. Anne Young was also present.
      ii. The owner of 117 Dingletown Road, Margaret Larkin, approached the HDC about designating her house as an historic property. According to Mr. Bishop, it is not often that someone does this.
      iii. The first step in the process to achieve historic designation is to appoint a study committee to investigate the property, to make sure it is historic and what the property’s history is. The HDC would like to be appointed as this study committee.
      iv. This is the fourth Greenwich property to seek historic designation.
      v. John Toner motioned to appoint the HDC to be the study committee to investigate the property at 117 Dingletown Road to determine if it is an appropriate property to be named an historic property. Drew Marzullo seconded. The motion passed unanimously at 11:07 a.m.

6. Appointments and Nominations

Peter Tesei placed the nomination of Lloyd Bankson for reappointment as a regular member of the Nathaniel Witherell Board of Directors for a term expiring March 31, 2018. John Toner seconded. The motion passed unanimously at 11:09 a.m.

7. Executive Session

John Toner motioned to enter into executive session to discuss a pending claim against the Town. Drew Marzullo seconded. The motion passed unanimously at 11:10 a.m.

Present in Executive Session were: J. Wayne Fox (Town Attorney), Ben Branyan (Town Administrator), and Michael Rosen (Executive Assistant to the First Selectman).
John Toner motioned to enter into public session at 11:18 a.m. Drew Marzullo seconded. The motion passed unanimously.

On advice of counsel, John Toner motioned to grant authority to the Town Attorney to settle the case of Casuto, et als. v. Town of Greenwich and Town of Greenwich Board of Education for $4,999. Drew Marzullo seconded. The motion passed unanimously at 11:19 a.m.

John Toner motioned to adjourn at 11:19 a.m. Drew Marzullo seconded. The motion passed unanimously.

The next regular meeting of the Board of Selectmen will be on Thursday, September 10, 2015 at 10:00 a.m. in the Town Hall Meeting Room.
Town of Greenwich
Board of Selectmen Meeting
September 4, 2015
10:00 a.m.
Town Hall Meeting Room

Special Meeting

Draft Minutes

1. The meeting opened at 10:17 a.m. with the Pledge of Allegiance
   a. Attendance:
      i. First Selectman Peter J. Tesei – Present
      ii. Selectman John F. Toner – Present
      iii. Selectman Drew Marzullo – Present

2. Executive Session

   John Toner motioned to enter into executive session to discuss a pending worker’s
   compensation claim and pending litigation against the Town. Drew Marzullo
   seconded. The motion passed unanimously at 10:17 a.m.

   Present in Executive Session were: J. Wayne Fox (Town Attorney), Fred de Arango
   (Assistant Town Attorney), Abby Wadler (Assistant Town Attorney), Jason Dodge
   (Outside Counsel), Regina Williams (Board of Education – Human Resources), Erica
   Mahoney (Assistant Director of Human Resources), Marjorie Klar (Personnel
   Specialist at Greenwich Public Schools), Tiffany Navarro (Workers’ Compensation
   Administrator), and Michael Rosen (Executive Assistant to the First Selectman).

   John Toner motioned to enter into public session at 11:01 a.m. Drew Marzullo
   seconded. The motion passed unanimously.

   John Toner motioned to approve the recommended CIRMA settlement of Claim
   Number 700155073, Joyce Tilghman v. Town of Greenwich, for $150,000.00. Drew
   Marzullo seconded. The motion passed unanimously at 11:03 a.m.

3. Adjourn

   John Toner motioned to adjourn. Drew Marzullo seconded. The motioned passed
   unanimously at 11:03 a.m.

   The next regular meeting of the Board of Selectmen will be Thursday, September 10,
   2015 at 10:00 a.m. in the Town Hall Meeting Room.
TOWN OF GREENWICH, CT – Representative Town Meeting

ITEM NO: Entered by Town Clerk
DEPARTMENT: Office of the First Selectman
CONTACT: Benjamin Branyan, Town Administrator (203-622-7710)
          bbranyan@greenwichct.org
          Aamina Ahmad, Assistant Town Attorney (203-622-7876)
          Aamina.Ahmad@greenwichct.org
REFERRED TO: Entered by Town Clerk
VOTES: Board of Selectman Pending action on 9-10-15

RESOLVED, that the RTM approves the lease renewal with the Greenwich Adult
Day Care, Inc. ("GADC") for property located at 125 River Road Extension, Cos
Cob. The lease renewal will be for a period of ten (10) years with a term ending
February 9, 2025.

EXPLANATORY COMMENTS

In September 2004, the RTM approved the lease between the Town and GADC which
enabled GADC to undertake extensive renovations to the Mianus River Dam Pump Station
("Pump Station") so that it could operate an adult day care center at the property. The
lease was executed on February 9, 2005 and was for an initial term of ten (10) years. In
accordance with the terms of lease, GADC has requested a renewal term of ten (10) years,
from February 9, 2015 to February 9, 2025.

The renewal lease has been amended to reflect updated insurance requirements as
recommended by the Town's Director of Risk Management. Additionally, provisions
pertaining to the renovation of the Pump Station to make it habitable for the adult day care
center have been deleted as they are no longer relevant and the work that was contemplated
under the original lease was completed.

Attached to this document is the following:
1. Redlined copy of the lease showing the changes from the original lease approved by the
   RTM in September 2004
2. Abstract of lease terms
3. Statement from GADC detailing the public benefit that they provide, a copy of their
   mission statement, and a copy of their By-Laws
4. Statement from Risk Management regarding insurance levels
5. The Town Assessor’s office hypothetical valuation of the property to reflect a market
   value
6. Statement from Town of Greenwich, DPW Building Construction & Maintenance
   regarding property maintenance
7. Copy of the Board of Selectman’s Policy on the leasing of Town land and the
   procedures that are followed for your information
LEASE

Between the
TOWN OF GREENWICH
and
GREENWICH ADULT DAY CARE, INC.

This Lease, made this______ day of______, 2004, between the TOWN OF GREENWICH (the “Town”), a municipal corporation organized and existing under the laws of the State of Connecticut, and GREENWICH ADULT DAY CARE, Inc. (“GADC”), 70-Parsonage-Road-, Greenwich-125 River Road Extension, Cos Cob, CT 06807, a non-profit corporation organized and existing under the laws of the State of Connecticut and described in Section 501(c)(3) of the Internal Revenue code of 1986, as amended, acting herein by Carol Burns Linda Longmire, its Executive-Director-Board President, hereunto duly authorized.

RECITALS

Whereas, the Town desires to lease the Mianus River Dam Pump Station (“Mianus Pump Station”) located at River Road Extension, Cos Cob, Connecticut 06807 for a public purpose and to a non-profit entity willing to assume the capital improvements and maintenance of the property in exchange for a nominal lease fee;

Whereas, GADC desires to operate an Adult Day Care Center in the Mianus Pump Station located at River Road Extension, Cos Cob, Connecticut 06807 (the “Building”);
Whereas, the Town desires to lease the Building to GADC in furtherance of meeting the needs of senior citizens in the community; and

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

WITNESSETH:

1. PREMISES

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

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

2. TERM

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

3. RENT

GADC shall pay the Town rent of One Dollar ($1.00) per year.
4. **USE OF PREMISES**

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

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

Any other activity proposed for the Premises other than set forth in this section requires prior permission from the all appropriate Town agencies or Boards. Any failure by GADC to use the Premises as set forth in this section shall constitute a default under this lease.
It is understood by and between the parties that nothing contained in this Lease is intended to establish or create, or shall be construed as creating or establishing the relationship of co-partners or joint ventures hereto, or as constituting GADC as the agent or representative of the Town for any purpose, or in any manner whatsoever.

5. **CONDITION OF PREMISES**

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

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

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

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

6. IMPROVEMENTS AND ALTERATIONS

This Lease is contingent upon GADC being able to obtain maintain the required authorizations and/or licensure from the State of Connecticut, the proper planning and zoning authorization, including variances, site plan approval and/or permits from the Planning and Zoning Commission for the Town of Greenwich and/or the
Planning and Zoning Board of Appeals for the Town of Greenwich for the renovations and improvements to be made to the property as are needed to serve the purposes of the use set forth in paragraph 4. In the event the contingencies required by this paragraph are not accomplished within two (2) years of the commencement date, this Lease shall be null and void and shall automatically terminate unless it shall be extended before that date by the Board of Selectmen. All costs of applications and approvals are at the sole risk and cost of GADC. In the event GADC should be denied any required approval and/or licensure or the same should be subject to revocation, any and all actual costs associated with improvements are at GADC's sole risk and expense. The Town agrees to cooperate, in its capacity as lessor/owner, with GADC with respect to signing documents as lessor/owner as may be needed by GADC for submitting applications for such approvals.

a. Except as otherwise provided herein, The Town has no obligation to maintain or improve any part of the Premises or the land area depicted as Lease Parcels "B" or "C" shown on Exhibit A during the term of this Lease. GADC has the obligation to undertake any and all necessary improvements and alterations to the Premises to satisfy the obligations under this Lease. GADC, at its own expense, will renovate the Mianus Pump Station for the use specified in paragraph 4. GADC also agrees that it will provide public access to the Mianus Pond Fishway, by means of an exterior walkway substantially as provided in the plan titled "Mianus Pond Fishway Walkway Design," prepared by
Pustola & Associates and dated December 30, 1996, said walkway to be installed at GADC’s expense. Access to the Manus Pond Fishway is to be provided and maintained during the period necessary for GADC to undertake and complete all necessary improvements and alterations to the Premises.

GADC, during the term of this Lease, shall have the privilege of making additional improvements to the Premises provided that no such improvements shall be made without the prior written approval of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that any construction, alteration or addition to the Premises shall be under the supervision of the Town’s Department of Public Works, if required, pursuant to section 151 of the Town Charter.

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

Any such improvements or alterations shall be the property of the Town and shall remain upon and be surrendered with the Premises with the expiration or termination of the Lease without compensation to GADC. Notwithstanding the foregoing, GADC shall have the right to place and install at the Premises, and remove therefrom at the end of the Term, its personal property, furniture, equipment and removable furnishings.
The Town will make all reasonable efforts to secure funding from the Town Parking Fund for the construction of improvements to the parking areas described as Lease Parcel "A" and Lease Parcel "B" in Exhibit A. All other improvements or alterations shall be made by GADC at its own cost and expense and shall be made in accordance with and conform to all applicable laws, ordinances, and regulations.

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

All improvements or alterations shall be independently contracted. GADC shall promptly pay all contractors and material suppliers for work performed and materials supplied to the Premises and shall indemnify and save harmless the Town from any and all claims made against it by any such contractor, subcontractor or material supplier arising out of the above-described work. GADC shall comply with the bonding requirements and other provisions of the Connecticut General Statutes §49-41 et. seq., where applicable.

7. MAINTENANCE OF THE PREMISES

Except as otherwise provided herein, GADC at its sole cost and expense shall maintain the Premises and the land immediately surrounding the Premises described as Lease Parcel "C" in Exhibit A in good repair and safe condition for the purposes set forth in.
this Lease and shall surrender the Premises on the expiration or termination of the Lease in as good order and condition as it is now in, or as it may be placed by reason of any alteration made hereunder, subject to reasonable use and wear; and GADC agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease.

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

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

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

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

Except as otherwise provided in paragraph 5 and this paragraph 7, GADC will assume costs of all renovations and maintenance work needed on the property to render
the Premises habitable as required by law, to meet building codes and state requirements for the use of the property specified in paragraph 4. All work is subject to approval by the Superintendent of Building Construction and Maintenance for the Town of Greenwich.

8. UTILITIES

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

9. INSURANCE AND PROPERTY LOSS

A. In addition to the insurance coverage required under state law for operation of the Adult Day Care Center specified in paragraph 4, GADC shall procure and maintain at its own expense, at all times during the term of this Lease, insurance of the types and amounts specified below insuring and protecting GADC and the Town from any and all claims for bodily injury, including accidental death, and for property damage arising out of the use of the Premises and the land area depicted in Exhibit A by GADC or its ... officers, agents, employees, members, licensees and invitees. All policies shall name the Town as an additional insured and shall contain appropriate "loss payee" provisions in favor of the Town. The insurance required shall be as follows:

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

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

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

(4) Insurance for the benefit of the Town against damage to the Premises and the land area described as Lease Parcel "C" in Exhibit A by fire and other
casually, including coverage for vandalism and malicious mischief, with extended coverage endorsement, the amount of such policy to be reasonably sufficient and not less than the replacement cost of the Premises. The Town shall be a named insured in such policy as loss payee as its interests may appear.

(5) Workers compensation insurance for all of GADC's employees, temporary employees or independent contractors, working in or around the Premises in an amount sufficient to meet statutory payments (unlimited), employers liability insurance with minimum limits of Five Hundred Thousand ($500,000) Dollars per accident, Five Hundred Thousand ($500,000) Dollars per employee for disease and a Five Hundred Thousand ($500,000) Dollars policy limit for disease. The policy shall be endorsed to waive subrogation against the Town.

(6) Umbrella liability, on an occurrence basis, in the amount of Five Million ($5,000,000) Dollars each occurrence, Five Million ($5,000,000) Dollars aggregate supplementing all coverages as set forth in Subparagraphs (2), (3) and (4) of this Paragraph 8A. Such umbrella insurance will be no more restrictive than the terms provided in Paragraph 9A, and will not contain a cross liability, employers liability, or similar exclusion. The policy must be endorsed to recognize aggregate limits for coverages set forth in Subparagraphs (2), (3), (4) and (5) of Paragraph 9A.

(7) Professional liability for the limits set forth in the commercial general liability policy as described in Subparagraph (2) above. Such insurance shall
contain a provision naming the Town and its employees, officers and agents, as an additional insured.

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

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

GADC shall furnish three (3) certificates to the Town of each insurance policy or policies in the form attached hereto as Exhibit D upon the commencement of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy. All insurance shall be carried by a company or companies authorized to do business in the State of Connecticut and having a rating of no less than A-/X1 as graded by Best's Rating Service. The Town shall receive at least 60 days' written notice of termination, non-renewal, or any material alteration of each insurance policy referred to in this Lease. All such policies shall be written as primary policies which do not contribute to and are not to be merely excess coverage over that which the Town may carry. If GADC maintains a policy that is in excess of a self-insured retention, the self-insured retention must be disclosed prior to the execution of this Lease. GADC shall also furnish to the Town an agent endorsement letter. The certificate of insurance and endorsement letter are attached as Exhibit D.
GADC shall not do or permit any act or thing to be done in or to the Premises or in or to land area depicted in Exhibit A which is contrary to law or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of the Town with respect to the Premises, or which might subject the Town to any liability or responsibility to any person for property damage, nor shall GADC keep anything in the Premises except as now or hereafter permitted by the Greenwich Fire Department, the Connecticut Board of Fire Underwriters and any other authority having jurisdiction over the Premises, and then only in such manner and such quantity so as not to increase the rate of fire insurance applicable to the Premises, nor use the Premises in a manner which shall increase the fire insurance rates for the Building or any property located therein because of any special risk over those in effect on the commencement date.

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

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

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

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

10. **INDEMNIFICATION**

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

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

11. **SUBLETTING AND ASSIGNMENT**

GADC shall not sublet the demised Premises, or any portion thereof without consent of the Town, nor shall the Lease be assigned without consent of the Town and all agencies and boards as appropriate. A sublease, if any, shall be limited to a non-profit group or agency. If at any time following commencement of operating of the Adult Day Care Center the Premises shall be deserted or vacated, the First Selectman of the Town may declare the Lease in default, and this Lease shall terminate.

12. **INSPECTION AND EMERGENCY REPAIRS**

The First Selectman of the Town, and/or his authorized agents, shall have the right to enter and inspect the Premises at all reasonable times. In the case of an emergency requiring repairs to the building, the Town shall take all necessary steps to respond to the emergency and to stabilize the conditions of the Premises. As soon as practicable under such emergency condition, the First Selectman shall notify the Executive Director of GADC of the need to make emergency repairs. If the Town is unable to reach the Executive Director of GADC or if an emergency condition of the building requires a more immediate response, GADC hereby agrees that the Town may direct any repairperson or company to make any immediate repairs in the Premises at the sole cost and expense of
the party responsible for the repairs. GADC will deliver to the Superintendent of Building
Construction and Maintenance of the Town a key to provide emergency access to the
Premises.

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

13. TERMINATION

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

A. The Town's Right to Terminate

The Town shall have the right to terminate this Lease upon the following
events of default by GADC:

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

(b) If the Premises are abandoned or deserted;

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

(d) If GADC fails within a reasonable time to cure any non-
compliance with the conditions of valid licensure of the home as required by law;
(e) If GADC fails to comply with any provision of this Lease and does not cure such default within thirty (30) days of the receipt of notice thereof from the Town.

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

In the event of a default under Subparagraph 13A, if the Town shall serve upon GADC a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter GADC shall have failed to remedy such default; or if such default or omission complained of is of a nature that the same cannot be completely cured or remedied within such thirty (30) day period, and the Town determines GADC shall not have diligently commenced curing such default within such thirty (30) day period and shall not thereafter with diligence and in good faith proceed to remedy or cure such default, then this Lease and the term thereof shall at the Town's option and upon notice to GADC terminate and expire, and GADC shall quit and surrender the Premises to the Town, but GADC shall remain liable to the Town as hereafter provided.

In the event of a default by GADC under this Lease, the Town shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary process and other remedies were not herein provided for. The recitation in this Lease of any particular right or remedy shall not preclude the Town from any other remedy available at law or in equity. GADC acknowledges that this Lease constitutes a
commercial transaction within the meaning of section 52-278a of the Connecticut General Statutes. Pursuant to section 52-278f of the Connecticut General Statutes, GADC hereby waives and relinquishes all rights to notice and hearing as provided in section 52-278a through section 52-278g of the Connecticut General Statutes prior to the Town obtaining any prejudgment remedy against GADC in connection with the enforcement by the Town of any of its rights or remedies under this Lease. GADC expressly waives notice to quit possession or occupancy of the Premises upon termination of this Lease pursuant to section 47a-25 of the Connecticut General Statutes.

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

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

C. **Effect of Termination or Expiration on Lease Obligations**

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

D. **Effect of Termination or Expiration on Return of the Premises**
Upon termination of the Lease, the Town may require GADC at its sole cost and expense to return the Premises in as good order and condition as it is now in, or as it may be placed by reason of any alteration made hereunder, subject to reasonable use and wear.

E. Town's Performance Upon Default by GADC

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

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

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

F. No Waiver

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

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

Except as provided in Paragraph 12 above, no employee or agent of the
Town shall have any power to accept the keys to the Premises prior to the termination of
this Lease, and the delivery of keys to any such agent or employee shall not operate as a
termination of this Lease or a surrender of the Premises.

14. HOLDING OVER

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

15. LEASE RENEWAL
GADC shall have the right, privilege and option to renew this lease for three—two successive additional terms of ten (10) years each, upon the expiration hereof, provided that it shall give written notice to the Board of Selectmen of the Town of its intention to so renew at least six months prior to the expiration date of this Lease, and provided further that such term shall be subject to such conditions as the Town may then deem necessary or appropriate.

16. **DAMAGE BY FIRE OR OTHERWISE**

If the Premises are destroyed or damaged by fire or other cause to the extent which in the opinion of the Town and GADC renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance, then and in such case the Lease and term hereby created shall, at the option of the Town and/or the Board of Selectmen, cease and become null and void, and GADC shall immediately surrender the Premises and all GADC’s interest therein to the Town and the Town may re-enter and repossess the Premises thus discharged from this Lease.

If it is determined by GADC and the Town, with approval from the Board of Selectmen if required pursuant to §150 et seq. of the Town Charter, that the Premises should be repaired or reconstructed and the proceeds of the policy are not adequate to repair or replace the structure, then GADC shall be obligated to contribute such additional sum as may be required to repair or reconstruct the structure in conformity with such requirements.
Allocation between the parties of any insurance proceeds paid or payable to the Town and GADC in the event of any such damage by fire or other cause shall be determined by agreement between the Town and GADC.

17. **QUIET ENJOYMENT**

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

18. **NOTICES**

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

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

(b) To GADC: Executive Director, Board President, Greenwich Adult Day
125 River Road Extension, Cos Cob, CT 06807.

19. **ENTIRE AGREEMENT**

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

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

21. **HEADINGS**

The Paragraph headings of this Lease are for purposes of reference and are not intended to limit in any way the provisions of this Lease.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this __________ day of __________, 20__.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By:
_________________________
James A. Leach
First Selectman

GREENWICH ADULT DAY CARE, INC.

By:
_________________________
Carol Bumol
Linda Longmire
Its Board President -
Executive Director - Hereto
Duly Authorized
STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD  

On this______day of_______2004, personally appeared James A. LaShPeter
J. Tesni, First Selectman of the Town of Greenwich, signer and sealer of the foregoing
instrument, and acknowledged the same to be his free act and deed, and the free act and
deed of said TOWN OF GREENWICH, before me.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this _____ day of ________ 2004, personally appeared Linda Longmire-Ci
GREENWICH ADULT DAY CARE, INC., signer and sealer of the foregoing instrument,
and acknowledged the same to be his free act and deed, and the free act and deed of
GREENWICH ADULT DAY CARE, INC., before me.

Notary Public
My Commission Expires:
Lease Parcel "A"

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

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

North 21° 37' 13" East, a distance of 32.72 feet

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

South 81° 18' 52" East, a distance of 90.00 feet;
South 45° 27' 29" East, a distance of 28.00 feet;
South 5° 28' 30" East, a distance of 41.00 feet

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

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

South 69° 18' 52" West, a distance of 53.25 feet

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

North 26° 24' 42" East, a distance of 37.73 feet;
North 64° 23' 18" West, a distance of 72.96 feet

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

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

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

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

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

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

South 79° 14' 20" East, a distance of 46.90 feet;
South 75° 10' 06" East, a distance of 81.08 feet;
South 74° 21' 19" East, a distance of 8.48 feet;
South 3° 59' 12" East, a distance of 59.64 feet

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

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

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

North 5° 28' 30" West, a distance of 41.00 feet;
North 45° 27' 29" West, a distance of 28.00 feet;
North 81° 18' 52" West, a distance of 90.00 feet

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

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

to the point or place of beginning, containing 12,895 square feet, more or less.
Lease Parcel “C”

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

Beginning at a point formed by the intersection of the division lines between the premises described herein, other land of the Town of Greenwich also known as Lease Parcel “B”, and land of the Connecticut Light and Power Company (CL&P), now or formerly, then running along said land of CL&P North 20°47'48” East, a distance of 164.11 feet to land of Franze, now or formerly; then turning and running along land of said Franze South 69°12'12” East, a distance of 23.00 feet; then turning and running across land of the Town of Greenwich, known as “Mianus Pond,” the following courses:
South 3°18'47” East, a distance of 49.23 feet;
South 74°39'24” East, a distance of 53.69 feet;
South 15°20'36” West, a distance of 31.00 feet;
South 74°39'24” East, a distance of 19.00 feet;
South 15°20'36” West, a distance of 29.00 feet;
North 74°39'24” West, a distance of 21.64 feet;
South 15°19'36” West, a distance of 23.83 feet;
South 26°20'42” East, a distance of 35.15 feet to other land of the Town of Greenwich, known as Lease Parcel “B”; then turning and running along said land of the Town of Greenwich, the following courses:
North 74°21'19” West, a distance of 0.85 feet;
North 75°10'06” West, a distance of 81.08 feet;
North 79°14'20” West, a distance of 46.90 feet to the point or place of beginning, containing 13,705 square feet, more or less.
August 3, 2004

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

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

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

Dear Mr. Cohen and Ms. Burns:

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

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

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

Whereas the Commission finds that this Lease is in accord with the 1998 Plan of Conservation and Development and that the improvement of the site, building and uses meets the POCDF’s policies and goals which state “provision of public facilities to serve...
the needs of local residents” and under Commercial uses, “to improve the appearance and vitality of the Post Road and local business districts”; and

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

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

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

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

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

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

Whereas the Historic District Commission, the Architectural Review Committee, Town Traffic Engineer, Engineering Division, IWWCA, and Conservation Commission have all reviewed and agreed to this proposal; and
Whereas the Commission finds that the State Coastal Management Act gives preference to uses that provide general public access to marine or tidal waters, and that access to the fish way and public access to view the water meets this criteria, but is subject to DEP approvals on the final plans; and

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

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

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

1. DEP comments on the need for and location of the public access area for viewing the fish way and the Mianus River should be shown on the final plans. A small landscaped area and bench was to be provided at the end of the parking lot, but is presently not shown on the plans.

2. Relocation of the refuse area to a less visible area farther into the site would be more appropriate, as recommended by ARC.

3. The plans and method of construction of the catwalk to the fish way requires DEP approval, which has not been indicated by the applicant as being addressed. Other federal and state agencies may also be involved and a separate coastal site plan for said work is required to be submitted to Planning and Zoning. A phasing/staging construction plan for this catwalk and access ramp is required to be submitted. It is assumed that the construction of the building and catwalk and access ramp will occur simultaneously.

4. IWWC approved the project at their June 28, 2004 meeting with conditions, and a portion of the fish way catwalk on July 27, 2004 with conditions. Final plans with all details be submitted to Wetlands for final signoff before building permit.

5. A Soil/Erosion Control Plan and Construction Phasing plans must be submitted at time of final plan submission. Staff inspection of soil & erosion controls in place must occur prior to building permit issuance.
6. Since this building is listed as an historical resource, was part of the Cos Cob Power Plant and conveyed to the Town by the State, Historic District Commission recommendations are applicable as noted in their letter of July 14, 2004.

7. The lease may need to be revised to reflect any site plan changes, especially DEP concerns, including modifications to the fish way catwalk.

8. All Highways, Traffic Divisions, Fire Marshall and other department comments to be addressed.

9. References to the 1999 plans for the catwalk to be eliminated from the Lease language and the new final plans with a new date and design engineer to be put into the lease instead. Final design drawings for the catwalk are subject to Planning and Zoning, Conservation, Wetlands, DPW Engineering and DEP approvals.

10. If public access is provided, there should be appropriate signage so the public knows the area is open for their use and where to park.

11. ARC comments be addressed as follows: Greenwich Adult Day Center: Conversion of Pump House to Greenwich Adult Daycare Center including parking and landscaping improvements (LB zone) Approved; however the following comments and suggestions were made by the ARC:
   - Applicant should consider varying color/material of paving or pattern in front of entrance to break up asphalt.
   - Applicant should submit samples of proposed materials.
   - Applicant should investigate another location for trash enclosure, possibly more towards the Post Road.
   - Applicant should consider having lighting on building, canopy.

12) Verification that the building has been or can be flood proofed be shown on the plans and provided by the engineer of record to the satisfaction of the ZEO and Planning and Zoning.

13) An industrial archaeologist to be invited in to photo document the building prior to any construction or removal of parts of the building.

14) Applicant to address the DPW Engineering comments dated June 29, 2004 regarding the bypass and infiltrators, the design of the driveway entrance and curbing, new sidewalk on River Road and Highway permit.

15) All clean up of the building and site be completed prior to any use or temporary CO. All DEP approvals to be in place.

16) Prior to any CO, all site plan conditions and Lease conditions be completed and licenses to be secured.
If you have any questions please call our office.

Very truly yours,

Diane W. Fox  
Town Planner/Zoning Enforcement Coordinator

cc:  Jim Maloney, William Marr, Dave Thompson, Ennio DeVita, Garo Garabedian, Joe Roberto, Jim Lash, Marcos Madrid, Aamina Ahmed, Mark Massoud, Joe Benoit, Denise Savageau
August 18, 2015

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

RE: Greenwich Adult Daycare, Inc.

Dear Mr. Tesci:

The undersigned hereby certifies as follows:

(1) I am a duly licensed insurance agent under the laws of the State of Connecticut and an authorized representative of all companies affording coverage under the Accord form submitted herewith;

(2) The Town of Greenwich has been endorsed as an additional insured under Commercial Package Policy no. S2068878, issued by Selective Insurance Company to Greenwich Adult Daycare, Inc.

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG00010101, including contractual liability:

(4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and

(5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of non-payment) of the policies listed in the Acord form.

Sincerely,

FAIRFIELD COUNTY BANK INSURANCE SERVICES

William J. Duggan
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: License # BR-1099735
Fairfield County Bank Insurance Services-DUG
850 East Main Street
Stamford, CT 06902

CONTACT NAME: Phone: 1 (203) 353-8343
Fax: 1 (203) 353-8344
E-mail: info@fcbls.com

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

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

COVERAGES
CERTIFICATE NUMBER:

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

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<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>X Occur CLAIMS-MADE</td>
<td>S 2068878</td>
<td>07/01/2015 07/01/2016</td>
<td>5,000,000</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
Y/N | Y
H/A | A

C General Liability
NDO1023643L
09/12/2014 09/12/2015
Dir & Officers
3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FLOOD POLICY IN EFFECT FROM 2/8/2016 THROUGH 2/8/2016
BUILDING FLOOD COVERAGE IS $500,000 WITH A $50,000 DEDUCTIBLE
CONTENTS COVERAGE IS $350,000 WITH A $25,000 DEDUCTIBLE

CERTIFICATE HOLDER
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
# LEASE ABSTRACT

## BASIC AGREEMENT INFORMATION

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adult Day Care</td>
<td>Premises</td>
<td>Mianus River Dam Pump Station - Parcels B&amp;C plus access for pedestrians and vehicles over parcel A</td>
</tr>
<tr>
<td>2</td>
<td>Adult Day Care</td>
<td>Address</td>
<td>River Road Extension, Cos Cob, CT 06807</td>
</tr>
<tr>
<td>3</td>
<td>Adult Day Care</td>
<td>Tenant</td>
<td>Greenwich Adult Day Care, Inc.</td>
</tr>
<tr>
<td>4</td>
<td>Adult Day Care</td>
<td>Landlord</td>
<td>Town of Greenwich</td>
</tr>
<tr>
<td>5</td>
<td>Adult Day Care</td>
<td>Town Contact / Responsible Department</td>
<td>Notice to First Selectman; First Selectman's Office</td>
</tr>
</tbody>
</table>

## AGREEMENT TERM

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Adult Day Care</td>
<td>Term</td>
<td>Agreement signed 2/9/2005, with the right to renew for three ten year periods</td>
</tr>
<tr>
<td>7</td>
<td>Adult Day Care</td>
<td>Amendment Dates</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>Adult Day Care</td>
<td>Agreement Commencement Date</td>
<td>6 months after lease was signed or earlier by mutual consent with Bd. of Selectmen</td>
</tr>
<tr>
<td>9</td>
<td>Adult Day Care</td>
<td>Rent Commencement Date</td>
<td>2/9/2005</td>
</tr>
<tr>
<td>10</td>
<td>Adult Day Care</td>
<td>Agreement Expiration Date</td>
<td>Ten years after lease was signed</td>
</tr>
</tbody>
</table>

## RENT AND ADDITIONAL CHARGES

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Adult Day Care</td>
<td>Rent</td>
<td>$1 per year</td>
</tr>
<tr>
<td>12</td>
<td>Adult Day Care</td>
<td>Additional Rent</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Adult Day Care</td>
<td>Utilities</td>
<td>Tenant pays for all utilities</td>
</tr>
<tr>
<td>14</td>
<td>Adult Day Care</td>
<td>Real Estate Taxes/Payment in Lieu of Taxes</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td>15</td>
<td>Adult Day Care</td>
<td>Operating Expenses</td>
<td>Maintains and improves premises. Not responsible for condition of foundation or dam. Accepted property in &quot;as is&quot; condition.</td>
</tr>
<tr>
<td>16</td>
<td>Adult Day Care</td>
<td>Other Charges</td>
<td>Provide public access to Mianus Pond Fishway by exterior walkway and maintain walkway. Snow plowing parcels B&amp;C.</td>
</tr>
<tr>
<td>17</td>
<td>Adult Day Care</td>
<td>Permitted Use</td>
<td>Adult Day Care Center. Any other use requires prior approval from all appropriate Town boards and agencies.</td>
</tr>
<tr>
<td>18</td>
<td>Adult Day Care</td>
<td>Use Restrictions</td>
<td>Lease contingent on proper license and zoning approvals. Must comply with federal, state and local laws.</td>
</tr>
<tr>
<td>19</td>
<td>Adult Day Care</td>
<td>Security Deposit</td>
<td>No</td>
</tr>
</tbody>
</table>
## LEASE ABSTRACT

### TENANT AND LANDLORD OPTIONS

<table>
<thead>
<tr>
<th></th>
<th>Adult Day Care</th>
<th>Termination Provisions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td></td>
<td></td>
<td>yes</td>
</tr>
<tr>
<td>21</td>
<td>Adult Day Care</td>
<td>Landlord's Right to Terminate (other than casualty, condemnation or default)</td>
<td>Lack of required insurance, abandonment, lien over 90 days old, non-compliance with license, non-compliance with terms of lease</td>
</tr>
<tr>
<td>22</td>
<td>Adult Day Care</td>
<td>Tenant's Right to Terminate (other than casualty or condemnation)</td>
<td>120 days written notice</td>
</tr>
<tr>
<td>23</td>
<td>Adult Day Care</td>
<td>Agreement Renewal Rights</td>
<td>3 successive 10 year terms with 6 months written notice and subject to such conditions as Town may then deem necessary or appropriate</td>
</tr>
<tr>
<td>24</td>
<td>Adult Day Care</td>
<td>Sublease Assignment</td>
<td>May sublet or assign only with consent of Town and appropriate boards and agencies. May sublet or assign to a non-profit only.</td>
</tr>
</tbody>
</table>

### MISCELLANEOUS AND ADDITIONAL INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Adult Day Care</th>
<th>Insurance</th>
<th>Any required by CT; all risk commercial property for current replacement cost; commercial general liability 1M/occurrence 2Maggregate; comprehensive auto 1M; insure Town against damage to premises; workmen's comp; umbrella 5M/occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td></td>
<td>Landlord Services</td>
<td>Snow plow parcel A; Maintain building foundation and Mainus Pond Fishway and dam</td>
</tr>
<tr>
<td>26</td>
<td>Adult Day Care</td>
<td>Ownership of Improvements</td>
<td>Improvements or alterations become property of Town. GADC may remove personal property, furniture and equipment.</td>
</tr>
<tr>
<td>27</td>
<td>Adult Day Care</td>
<td>Casualty</td>
<td>yes</td>
</tr>
<tr>
<td>28</td>
<td>Adult Day Care</td>
<td>Miscellaneous</td>
<td>GADC indemnifies the Town.—Comptroller may increase insurance requirements as needed.</td>
</tr>
<tr>
<td>29</td>
<td>Adult Day Care</td>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Adult Day Care</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
River House Adult Day Center (formerly Greenwich Adult Day Care)

History:

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

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

By 1990 the number of annual clients had grown to 76 and 5,808 days of service were provided. With support from the community and Community Development Block Grant, funds were raised for the renovation and expansion of the space at Witherell. Another expansion in 2002 created The Gazebo with specialized programs to meet the needs of clients with special need and dementia.

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

River House Today:

River House is committed to increasing the quality of life for seniors in our community by offering affordable, customized programs six days a week with a focus on cognitive, physical and social stimulation. Physician directed health care is administered by skilled RN's and staff is on-site to provide personal care services including showers, shaving, hair and nail care. Healthy meals are prepared to meet individual dietary needs. On-site salon and podiatry services are available. There is also a specially designed care program for those with special needs. Door-to-door handicap-accessible transportation is provided by Transportation Association of Greenwich.
Over the past 38 years, River House has stayed consistent to its mission of improving quality of life for clients and their families. The program has adapted starting with the implementation of the medical model, health care component in 1988. River House has also become a resource to the community. The Caregiver Information Center, staffed by a licensed clinical social worker, offers education, information and referral and counselling to the community. MasterMind, a brain exercise series offers a new way to maintain brain health for all levels. Support groups for caregivers provide guidance through a network of peers. Support groups are also being formed for persons with a diagnosis of early stage dementia. The Caregiver Circle, a four session course each spring and fall, gives useful information from experts in the field of aging. All these programs are open to the community.

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

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

Benefits to Clients and Families:

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

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

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

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

Five years later her mother fell sustaining a head injury that left her legally blind. She became socially isolated and depressed. A companion was hired but her mom still did
not have the socialization and activities she needed. Now her mom is attending River House and in spite of her poor memory she is happy and engaged. She is able to meet her weekday doctor’s appointments because River House arranges for TAG to take her and return her to River House.

These are two stories that are typical of the many seniors and their families who have been helped by the programs and services at River House. The day program allows seniors to stay at home in their community while allowing their families to work or just recover from the burden of providing 24/7 care. As health care changes, River House is working on a strategic plan to be able to continue to work within the continuum of care to offer affordable quality health, social and recreation programs.
MISSION
River House’s mission is to support and enrich the quality of life for seniors living with age-related needs and impairments in a safe and nurturing environment.
River House provides:
- Customized day-time programs and services that stimulate intellectual, physical and emotional well-being.
- Professional monitoring of health and personal care needs.
- Counsel and peace of mind for caregivers and families.

PROGRAM
River House offers enjoyable, therapeutic programs, which balance health care, therapeutic activities, and social recreation, and include the following services:
- Therapeutic Recreation
- Personal Care and Bathing
- Socialization
- Health Care
- Family Counseling
- Rehabilitative Therapies
- Support Groups
- Escorted Door-thru-Door Transportation
- Individualized Care Plans
- Information and Referral
- Lunch and Snacks
- Medications and Treatments
- Community Trips

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

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

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

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

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

ACCOMPLISHMENTS
During the past fiscal year (July 1, 2013 - June 30, 2014), River House served 146 persons and provided 13,027 days of service.
By-Laws
Of
Greenwich Adult Day Care, Inc.

ARTICLE I - Identification, Location and Purpose.

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

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

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

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

ARTICLE II - Board of Directors.

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

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

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

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

In the event a Director ceases to serve at any time between Annual Meetings, a Director may be elected to fill the vacancy for the remainder of the term. A Director may not serve more than two consecutive three-year terms, except if a Director elected to fill a vacancy shall serve one-half or less than one-half of a three-year term for purpose of calculating
consecutive terms. Under special circumstances, a Director may have his/her term extended, for a specified term, by a two-thirds (2/3's) vote of the full Board of Directors. A past Director may be elected to the Board after an absence of one year.

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

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

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

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

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

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

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

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

**ARTICLE III - Officers.**

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

**Section 2. Election.** The Officers of the Corporation shall be elected by the Directors at the Annual Meeting of the Board.
Section 3. Term. An Officer shall serve a one-year term and may be considered for re-election on the recommendation of the Nominating Committee.

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

Section 5. Powers and Duties.

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

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

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

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

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

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

Article IV - Committees of the Board

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

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

The Executive Committee may exercise the authority of the Board of Directors subject to the following exceptions specified in the Act: (1) fill vacancies on the Board or any of its committees; (2) amend the Certificate of Incorporation; (3) adopt, amend or repeal By-Laws; (4) approve a plan of merger; (5) approve a sale, lease, exchange or disposition of all, or substantially all, of the property of the Corporation, other than (a) in the usual and regular course of affairs of the Corporation or (b) a mortgage, pledge, or other encumbrance described in Section 33-1163 (a) (2) of the Act; or (6) approve a proposal to dissolve between meetings of the Board or in the event of an emergency situation, including that in
which there is insufficient time to bring a vote to the full Board, and has the power to pass resolutions on behalf of the Board. Any such resolution(s) shall be reported to the Board at its next regular or special meeting.

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

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

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

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

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

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

The Nominating Committee shall be responsible for (1) developing and presenting a slate of candidates for election at the next Annual Meeting to replace the class of Directors whose term is expiring and to fill any vacancies in other classes of Directors whose terms will expire one or two years later, (2) developing and presenting a slate of Officers for election by the new Board of Directors at the next Annual Meeting, (3) developing and presenting Director candidates, as needed, to fill vacancies on the Board which may exist between Annual Meetings for election at any regular or special meeting of the Board and (4) assuring appropriate orientation of new Directors.
Section 7. Meetings and Notices. Committees of the Board shall meet either (1) in accordance with a schedule of dates, times and places as determined by each committee or (2) as needed when requested by the respective Committee Chairperson, the President, or by a committee member. Notice of a meeting shall be given to each committee member not less than two days prior to the meeting.

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

Article V – Standing Committees

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

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

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

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

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

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

Article VII - Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation shall be from July 1 to June 30 of the following calendar year.
Section 2. Depositories. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Finance & Investment Committee may select with the approval of the Board.

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

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

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

Article VIII – Code of Ethics and Conflict of Interest.

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

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

Article IX - Amendments.

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

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

TOWN OF GREENWICH

FINANCE DEPARTMENT

MEMORANDUM

TO: Ben Branyan, Town Administrator

FROM: Ron Lalli, Director of Risk Management

DATE: August 13, 2015

RE: Greenwich Adult Day Care Lease Renewal

I have communicated my suggestions for an updated insurance requirement for the daft lease document dated August 10, 2015. All Risk Management changes are in fact incorporated in Section 9 of the lease document.
To: Benjamin Branyan
From: Tim Girian
cc: Lauren Elliott, Aamina Ahmad
Date: August 12, 2015
Re: 125 River Road Extension (08-4610/s)
        Greenwich, CT

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

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

The town has a value of $3,540,600 which is reasonable for your purposes on its assessor's card. Therefore, as of the date of this memo, the valuation of the subject property market value is: $3,540,600.00.
**TOWN OF GREENWICH C/O FINANCE DEPT**

**OWNERSHIP**
TOWN OF GREENWICH C/O FINANCE DEPT
101 FIELD POINT RD
GREENWICH, CT 06830
LOT NO 34 RIVER RD Ext & EAST PUTNAM AVE E1

**TRANSFER OF OWNERSHIP**
Printed 08/11/2015 card no. 1 of 1
Date 07/31/1989 CONNECTICUT, THE STATE OF

**EXEMPT**

**VALUATION RECORD**

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**Rating** | **Measured** | **Table** | **Prod. Factor** | **Depth Factor** | **Base Rate** | **Adjusted Rate** | **Extended Value** | **Influence Factor** | Value |
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**NP05:** 5-4310 gut/renov/renov for use as adult day care facility 80% cap for 10/06.
**NP07:** 5-4310 Most int finishes cap for 10/07, FPE installation TBC and site improvements, River.
**DP08:** 5-4310 Cmpt of cnvn to adult day care facility. Redfine bldg sketch, site improvements and uses. (See also 08-4510/S).
**DA:** River House -- Greenwich Adult Day Care (GADC) Supported by parking on 08-4510/S. Location of "Fishway" @ NS along eastern side of building.
**CHN:** Allocated 10 ac parcel w/ pump house and dam at southern end of Manas Pond, contiguous to the north side of East Putnam Ave, east of River Rd Ext. (See also 08-4510/0). Situs revised from East Putnam Ave (2363400084). RCS - 1/18/06.
**PI:** 34 direct ops on this and 08-4510/S.
**WC:** COST 80% cap for 10/06. 99% cap for 10/07. 100% as of CD-5/29/08.

**Supplemental Cards**

**TRUE TAX VALUE** 1145400

**TOTAL LAND VALUE** 1145400
MEMORANDUM

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

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

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

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

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

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

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

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

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

First Selectman’s Office
Request received for the lease of Town property.

Referred to Law Department
Law Department staff and personnel from the First Selectman’s Office review the request to determine what legal and/or business issues are involved. A decision is made whether the property should be the subject of a formal or informal RFP process to see if there are any other interested parties in the property. If the lease is to be based upon an arm’s length business transaction the terms of the agreement are negotiated. If the lease is to be based upon the provision of public services to the community the benefits must be identified and quantified.

First Selectman may refer
Other Departments, Commissions or other bodies may be asked for their recommendations or advice depending upon the circumstances of the request.

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

Board of Selectmen
The Board of Selectmen will discuss the proposal during a minimum of two meetings to permit public comment. If the Board supports the request they will vote for Municipal Improvement status and submit the application to P & Z.

P & Z Commission
P & Z will consider the proposed use in relationship to the POCD and the zoning of the property. As a part of the MI process, a site plan application is required to be submitted to P & Z for the proposed use and associated site development. P & Z may wish to bring forth other issues that may have a bearing on the proposed sale or lease. Environmental factors may require the application to be reviewed by Conservation, IWWCA, and DPW’s Traffic or Engineering Division, etc. A public meeting will be held by P & Z to gather additional public comment. If P & Z approves MI status they may also submit any comments or recommendations on the application to the Board of Selectmen.

Board of Selectmen
The Board of Selectmen schedules a vote to refer the matter to the RTM for their consideration. If approved, the draft lease agreement and assorted backup will be sent to the RTM for their action.
Hi Peter and Michael,

I have attached a completed application for your consideration for the Byram Cemetery. I have indicated the applicant is from the Town of Greenwich - Conservation Commission since we have a budget resolution allowing us to apply for such grants. The awards are being made on a first come first serve so we should get this in asap.

Per the attached instructions (see below) this has to be voted on at a BOS meeting so this should be put on your agenda. However, we can send in the grant application NOW since the certification is not needed until 30 days after the award is made. As part of the Budget resolution, Conservation Commission may apply for grants from an state agency. So perhaps the motion to be made at the BOS meeting is for the BOS to endorse the application and allow for the First Selectman to sign the Conservation Commission's application for the grant.

" Please note, due to the small cap on the maximum size of a grant award under this program , resolutions from the legislative body of the municipality are not required . A municipality need only provide certified copies of the meeting minutes of its Board of Selectmen or Town or City Council (or equivalent body), and a certified copy of the minutes of its Board of Finance (or equivalent body) which authorizes the Chief Elected Official or Town Manager to apply for and administer this grant. The municipality will have up to thirty days after being notified of an award to provide such certified copies "

Although it may be that P & R will take over eventually, I have listed Conservation as the applicant/contact since the Conservation Commission has a resolution to apply for grants and we are leading the effort on the cemetery, including maintenance, until ownership is established.

Let me know if you have any questions.

[File attachment]

Grant Application_August 2015byram.docx

Thanks,

Denise

Denise Savageau
Conservation Director
Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
Phone: 203-622-6461
Fax: 203-622-3795
Mailto:denise.savageau@greenwichct.org
August 10, 2015

Amy, Joe, Denise and Katie,

The following funding availability may be useful to us in addressing some of the historic and less maintained cemeteries within our Town. Perhaps partnering with the Historical Society we can have an up to date inventory of these cemeteries and confirmation if there is an maintenance performed and by whom.

My recollection from my days in the Banking world is there were trust accounts established to cover the annual maintenance of the Baptist cemetery in Town on King Street. I also know the Merritt cemetery off of Glenridge Road was regularly maintained. Also on Glenville Road adjacent to the Sherwood Farm (Rockefeller Property) there is a small cemetery as you ascend the hill coming from Glenville.

Let’s arrange to have a designated staff person work on organizing this and establish clear ownership and responsibility for the orphaned cemeteries.

Thanks,
Peter

Peter J. Tesei
First Selectman
Town of Greenwich
(Phone) (203) 622-7710
(Fax) (203) 622-3793

"Stevenson, Lori A." <Lori.Stevenson@ct.gov>
"Labanara, Bob" <dlabanara@ccm-ct.org>, "kduke@ctcost.org" <kdube@ctcost.org>,
"jviadero@middleburypd.org" <jviadero@middleburypd.org>,
Neglected Cemetery Account Grant Availability Notification 2015.08.07 SDJ.pdf
Neglected Cemetery Account Grant Program
Application for State Award

Office of Policy and Management
Pursuant to Sec. 19a-308b of the C.G.S.

This application is to be used by a municipality in applying for a state award under the Neglected Cemetery Account Grant Program for: clearing weeds, briars and bushes; mowing the lawn areas; repair of walls and fences; straightening memorial stones or otherwise keeping in an orderly and decent condition a neglected cemetery, as defined in Section 19a-308 of the CGS. Both a completed hardcopy and electronic version of this application are required to be submitted as indicated below.

Submit application (hardcopy) to: Office of Policy and Management, 450 Capitol Ave. MS #54 MFS Hartford, CT 06106-1379 Attn: Neglected Cemetery Account Grant Program

Submit electronic version of application to: david.levasseur@ct.gov

Name of applying municipality: Town of Greenwich - Conservation Commission

Contact Person for the Application: Denise Savageau
Name
Title Conservation Director
Address 72 Oak Ridge Street
City/State/Zip Greenwich, CT 06830
Telephone 203-622-6461
E-mail denise.savageau@greenwichct.org

Amount requested (max. $2,000): $2,000

Name and address of the cemetery or cemeteries where work is to be performed: Byram Cemetery and Lyon Plot, Byram Dock Road, Greenwich, CT

Describe the scope of work to be completed at each cemetery using the grant proceeds requested above. Include the annual frequency for each work item at each cemetery.

Example: John Doe Cemetery: repair of walls and fences (once per year), straightening of memorial stones (once per year), lawn mowing (3 times/year), leaf clean-up (once per year), periodic maintenance as needed.

Byram Cemetery: Mow lawn/trim around stones - biweekly beginning in April, monthly in July/August, biweekly Sept/Oct
Leaf/debris cleanup 2x per year/ spring and fall, and after storm events. Tree trimming and maintenance as needed. This cemetery is on the coast and subject to high wind events so tree maintenance is critical. Invasive species management/control along borders with focus on bamboo on south side of property near Lyon Plot.
Certification by the Chief Executive Officer of the Applicant Municipality:

I do hereby certify that the information contained herein is true and accurate to the best of my knowledge, and understand that proof of endorsement from the Board of Selectmen, Town or City Council or similar body and proof of endorsement from the Board of Finance or similar body of the applicant municipality must be submitted within 30 days of preliminary grant approval.

Signature: ________________________________
Name: Peter J. Tesel
Title: First Selectman
Date: ________________________________

Please contact David LeVasseur at 860-418-6484 or at david.levasseur@ct.gov should you have any questions.
Michael,

The historical demolition of the Seton House in Pomerance Park was recently completed by the Town. Because of structures historical significance, the Greenwich Preservation Trust would like to have a plaque placed on the remaining stone walls documenting its history. I need to get the Selectman's approval for this. A copy of the proposed plaque and a picture of the Seton House as it exists today is attached.

Alan

Wyndygoul Proof 38x34 8-28-15.pdf  IMG1115.jpg

P.S. Don't get confused by the title "Wyndygoul". That's what Seton named the estate when he first built it.
"WYNDYGOUl"

These are the remaining stone elements of the first floor of "Wyndygoul", an estate originally constructed in 1901. Wyndygoul was the home of Ernest Thompson Seton (1860-1946), the renowned naturalist, author, explorer, lecturer and artist who lived there from 1901 to 1912, during which time he played an important role in the formation of the Boy Scouts of America (1910), writing its original handbook and serving as Chief Scout until 1915. On this property he founded the Woodcraft Indians, a movement emphasizing Native American ways, camp craft and outdoor education, which served as one of the primary inspirations for the formation of the Boy Scouts and similar organizations. During his residence in Cos Cob he produced and illustrated some 20 books and became one of the country's leading nature writers, illustrators and lecturers.

Seton's first wife, Grace Gallatin Seton (1872-1959) was accomplished in her own right as a writer, world-traveler and suffragist. With her husband, she helped found the Girl Pioneers in 1911, which later became the Camp Fire Girls.

Anya Seton (1904-1990), the only child of Ernest and Grace, spent her early childhood years at the Cos Cob estate. A few months after her birth, she was christened at Wyndygoul where a large number of Seton's "Boy Indians" called the "Siarawoy Tribe" performed Indian war dances on the lawn after the ceremony. Later, Anya became an author of international reputation, specializing in historical fiction. Her books included The Winthrop Woman (set in early colonial Greenwich), Dragonwyck and Foxfire.

Seton sold his Cos Cob estate to financier Maurice Wertheim (1886-1950) in 1912. Wertheim owned the property until his death, utilizing it as his summer residence. He was a prominent investment banker (Wertheim & Company) but perhaps was better known for his non-business pursuits as a chess patron, who conceived the idea of chess matches between the United States and the Soviet Union; environmentalist; art collector; and philanthropist, serving as a Trustee of the Federation of Jewish Philanthropies of New York.

On June 7, 1942, Zionist and selected American Jewish Committee leaders met informally at Wertheim's Cos Cob home (among the attendees was the future prime minister of Israel, David Ben-Gurion) and drafted the "Cos Cob Formula," that advocated "unrestricted Jewish immigration to Palestine which a Jewish majority may organize into an autonomous commonwealth". The "Cos Cob Formula" caused a great deal of controversy amongst the AJC leadership and was rejected which ultimately led to Wertheim not seeking re-election of the presidency of AJC. Only after World War II when the full extent of the Holocaust became known and no refuge was found for its survivors did the dissenting factions join in an effort to establish a Jewish state in Palestine.

After Wertheim died, his estate was divided in 1955 between his daughters, Josephine Pomerance (1916-1980), who cofounded the Committee for World Development and World Disarmament (CWDWD) and initiated the Citizens Committee for a Nuclear Test Ban and Barbara Tuchman (1912-1989), Pulitzer Prize winning author for The Guns of August (1962) and Stilwell and the American Experience in China, 1941-45 (1971). Both girls had spent their childhood years at Wyndygoul and continued to spend their adult lives on the property.

The Town of Greenwich purchased the estate in 2000 and during the succeeding years, the house has stood vacant and was subjected to vandalism. Wyndygoul was demolished by the Town in 2014 leaving only the first floor exterior stone walls.

Donated by the Greenwich Preservation Trust
2015