Board of Selectmen Meeting
Thursday, January 27, 2022
10 a.m.
via Zoom Webinar
https://greenwichct.zoom.us/j/85948143421?pwd=L0F4V3FvdjZsNUd5ZHppRbFo4RWZZUT09
Dial-in: 1 646 518 9805
Webinar ID: 85948143421
Password: 6948227

AGENDA

1. Welcome and Pledge of Allegiance

2. Approval of minutes
   c. Special meeting Jan. 18, 2022.

3. First Selectman’s Updates – Fred Camillo.


5. Old Business

   There is none.

6. New Business
   a. Amend Neighbor to Neighbor lease of 1 Horseneck Lane and refer to Planning & Zoning Commission for Municipal Improvement (MI). – Town Administrator and COO Ben Branyan and Neighbor to Neighbor Executive Margaret Goldberg.

7. Appointments/Nominations

   Appointments to the Citizens Police Advisory Committee.
8. Adjournment

Fred Camillo
First Selectman

The Town complies with all applicable federal and state laws regarding non-discrimination, equal opportunity, affirmative action, and providing reasonable accommodations for persons with disabilities. If you require an accommodation to participate, please contact the Commissioner of Human Services at 203-622-3800 or demetria.nelson@greenwichct.org
1. Welcome and Pledge of Allegiance

The meeting was called to order at 10:06 a.m.

   a. Attendance:
      a. First Selectman Fred Camillo - Present
      b. Selectwoman Lauren Rabin – Present
      c. Select-person Janet Stone McGuigan – Present

2. Approval of minutes

   a. Regular meeting Dec. 23, 2021

      Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the minutes were approved unanimously.

   b. Special meeting Dec. 23, 2021

      Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the minutes were approved unanimously.

3. First Selectman’s Updates

   Mr. Camillo provided updates on COVID rates; the Pedestrian Safety Task Force; the Bicycle Task Force; the proposed bike-sharing program; continuing work to complete the 2022-23 capital and operational budgets; participation in the Connecticut Conference of Municipalities’ statewide flooding study; the First Selectman’s Diversity Advisory Committee; future meeting with Port Chester and Greenwich officials to discuss impacts of large scale developments in Port Chester. He also wished Marie D’Elia a happy 101st birthday.

4. Selectmen’s Updates
Selectwoman Rabin reminded residents that there is a dedicated email address to report traffic issues: trafficmatters@greenwichct.org. She also provided updates on the Selectmen’s Nominations Advisory Committee recruitment efforts and the Re-Imagine Greenwich committee. Select-person Stone McGuigan spoke to the hockey tragedy involving Brunswick and St. Luke’s schools; that she attended a five-hour Zoom training session for newly-elected officials given by the Connecticut Conference of Municipalities. She also noted upcoming Martin Luther King Day events at the Bruce Museum and the YWCA.

5. Old Business

a. Parks & Recreation Department proposed 2022 fee schedule (second read and vote) – Parks & Recreation Director Joe Siciliano and Assistant Director Blaize Levitan.

Mr. Levitan said there has been minimal public feedback on the proposed fees which are based on the Board of Estimate and Taxation budget guidelines.

Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the 2022 fee schedule was approved unanimously.

6. New Business

a. Application for the appointment of the Town’s Historic District Commission to be study committee for the designation of Bruce Park as a local historic property – Anne Young and Stephen Bishop, Historic District Commission.

Mr. Camillo explained that the progenitor for the study came last year with discussion of relocating the Parks & Recreation Department staff and equipment from Roger Sherman Baldwin Park to the Mosquito Barn in Bruce Park. Nearby residents met with him and Mr. Bishop of the Historic District Commission for discussion on how the 100-plus year old park could be granted a historic designation.

Ms. Young explained that such a designation would allow for local control over the design and aesthetics of any future projects such as the recently constructed Eversource pedestrian bridge. She also explained the multi-step process to conducting the study which would need approval/ratification by the Historic District Commission, the Board of Selectmen and Representative Town Meeting in order to receive the historic designation. She said local residents from surrounding neighborhoods are underwriting the study cost.
Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the study was approved unanimously.

7. Appointments/Nominations

There were none.

8. Adjournment

At 10:47 a.m., Ms. Rabin made a motion to adjourn. Upon a second by Ms. Stone McGuigan, the motion was approved unanimously.

___________________________
Fred Camillo, First Selectman

___________________________
Prepared by Barbara A. Heins,
Recording Secretary
Town of Greenwich  
Board of Selectmen Special Meeting  
January 13, 2022  
11:00 a.m.  
Via Zoom meeting  
DRAFT MINUTES

1. Call to order.  
The meeting was called to order at 11:07 a.m.  

a. Attendance:  
a. First Selectman Fred Camillo - Present  
b. Selectwoman Lauren Rabin – Present  
c. Select-person Janet Stone McGuigan – Present  

2. Executive Session – Interviews with candidates for boards and commissions.  
Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the Board voted unanimously to go into Executive Session at 11:08 a.m.  

Also in attendance were Board Secretary Barbara Heins, Sandy Kornberg, Angelica Arenas, James Joyella, Tony Turner and Rob Liflander.  

Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the Board voted unanimously to leave the Executive Session at 1:00 p.m.  

3. Possible vote to nominate candidates to boards and/or commissions.  
None were taken.  

4. Adjournment  
At 1:01 p.m., Ms. Rabin made a motion to adjourn. Upon a second by Ms. Stone McGuigan, the motion was approved unanimously.  

___________________________  
Fred Camillo, First Selectman  

___________________________  
Prepared by Barbara A. Heins,  
Recording Secretary
Town of Greenwich
Board of Selectmen Special Meeting
January 18, 2022
2:00 p.m.
Via Zoom meeting
DRAFT MINUTES

1. Call to order.

The meeting was called to order at 2:02 p.m.

   a. Attendance:
      a. First Selectman Fred Camillo - Present
      b. Selectwoman Lauren Rabin – Present
      c. Select-person Janet Stone McGuigan – Present

2. Executive Session – Discussion to review candidates for boards, commissions and Selectmen Advisory Committees.

   Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the Board voted unanimously to go into Executive Session at 2:02 p.m.

   Also in attendance were Board Secretary Barbara Heins.

   Upon a motion by Ms. Rabin and a second by Ms. Stone McGuigan, the Board voted unanimously to leave the Executive Session at 2:42 p.m.

3. Possible vote to nominate candidates to boards and/or commissions.

   None were taken.

4. Adjournment

   At 2:43 p.m., Ms. Rabin made a motion to adjourn. Upon a second by Ms. Stone McGuigan, the motion was approved unanimously.

   _____________________________
   Fred Camillo, First Selectman

   Prepared by Barbara A. Heins,
   Recording Secretary
MEMORANDUM

TO: Board of Selectmen
FROM: Ben Branyan, Town Administrator & COO
DATE: January 18, 2022
RE: Neighbor to Neighbor Lease of 1 Horseneck Lane

Action Requested: Approve Neighbor to Neighbor amendment to the lease of 1 Horseneck Lane and refer to Planning and Zoning Commission for Municipal Improvement (MI).

Background: Neighbor to Neighbor is currently operating at 1 Horseneck Lane with a lease approved by the RTM in September 2021 with an original end date of November 30, 2021. The Board of Selectmen approved a second, and final, option for renewal at their December 9, 2021 meeting. The revised expiration date is March 31, 2022.

Neighbor to Neighbor has experienced product and service delays in the construction of their new facility on Christ Church campus located at 248 East Putnum Avenue. The new facility will not be ready until late Spring 2022. To maintain operations, Neighbor to Neighbor is requesting an amendment to the lease with a new expiration date of June 30, 2022.

The current lease has no additional renewal options. Since no renewal options are available, the proposed amendment requires both MI approval by the Planning and Zoning Commission and lease approval by the RTM.

Lease Overview:
- Start date is April 1, 2022
- End date of June 30, 2022
- Option to extend with the approval of Board of Selectman, no later than August 31, 2022
- Neighbor to Neighbor will reimburse the Town for gas/electric service
- Neighbor to Neighbor is responsible for refuse and recyclable, telephone, and cable services
- Town will provide General outdoor maintenance (i.e. snow removal service) and water service
Additional Information:
- Assistant Town Attorney Abby Wadler has drafted the amendment to the lease and finds it in legal order.
- Neighbor to Neighbor’s insurance submitted to the Town has been approved by the Risk Manager.

2022 Meeting Dates:
- January 27  Board of Selectman
- February 15  Planning and Zoning Commission
- February 25  RTM Submission Deadline
- March 14  RTM Meeting

Attachments:
1. Email from Margaret Tjimos Goldberg requesting use of Horseneck facility
2. Proposed Amendment to Lease
3. Lease Between the Town of Greenwich and Neighbor to Neighbor
Good afternoon, Ben.

My best wishes for a healthy and safe 2022.

During our most recent conversation, I shared that supply concerns as well as product and service delays have continued to disrupt our schedule for completion of Neighbor to Neighbor’s new facility. In addition, all exterior work, including paving of the driveway, has now ceased and shall resume sometime in April.

At this time, we effectively utilize the Horseneck facility to receive and distribute supplies of food as well as personal hygiene and household items. The central location is easily accessible and provides the additional space to adhere to health concerns as needed to assure a safe work environment during prolonged COVID-19 conditions.

Per the Horseneck La lease agreement currently in place, we have extended the terms of the lease for two (3) month periods and until 3/31/2022. I would like to respectfully request a consideration to allow occupancy of the Horseneck facility to 6/30/2022. I anticipate this would provide the additional time necessary for a smooth transition to a long awaited and completed new facility on the Christ Church campus.

This has been a very challenging time for our community and we continue to serve our neighbors in need with pride and dedication.

I would be available to address any questions or concerns that may arise during a review of this request for extended time and use of the Horseneck facility.

Thank you for your continued assistance and I appreciate your consideration.

Sincere regards,

Margaret Tjimos Goldberg
Executive Director
Neighbor to Neighbor
248 East Putnam Avenue
Greenwich, CT 06830
(203) 622-9208 ext. 11
email: mtgoldberg@ntngreenwich.org
www.ntngreenwich.org

Please consider donating or supporting our on-line food drive.
AMENDMENT TO LEASE BETWEEN THE TOWN OF GREENWICH AND NEIGHBOR TO NEIGHBOR, INC.

This amendment ("Amendment") is made the ___ day of __________ 2022 between Neighbor to Neighbor, Inc. ("CORPORATION") and TOWN of Greenwich ("TOWN"),

WHEREAS, the TOWN and the CORPORATION are parties in a Lease for the property known as 1 Horseneck Lane, Greenwich, Connecticut, dated September 29, 2021, ("Lease"); and

WHEREAS, the Lease expires March 31, 2022;

THEREFORE, in consideration of the mutual covenants contained therein, the TOWN and the CORPORATION agree as follows:

1. Paragraph 2 of the Lease shall be modified as follows: “The term of this Lease shall be for the period of September 28, 2021 through June 30, 2022.”

2. Paragraph 13 of the Lease shall be modified as follows: The CORPORATION shall have the option to renew this Lease for one (1) successive additional term of two (2) months (through August 31, 2022) after the expiration hereof, with the written request of the CORPORATION to the TOWN by one (1) month prior to the expiration of the term, and the approval of the Board of Selectmen. Such additional term shall be subject to such conditions as the TOWN may then deem necessary or appropriate.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Lease.

4. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date set forth below.
Signed, sealed and delivered in the presence of:

__________________________________

By________________________________

Fred Camillo
First Selectman

__________________________________

NEIGHBOR TO NEIGHBOR INC.

__________________________________

By________________________________

Margaret Tjimos Goldberg
Executive Director

STATE OF CONNECTICUT )

) ss: Greenwich

COUNTY OF FAIRFIELD )

On this _____ day of ________________________, 2022, personally appeared Fred C. Camillo, 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:

On this _____ day of ________________________, 2022, personally appeared ________________, Executive Director, 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 Neighbor to Neighbor Inc., before me.

__________________________________

Notary Public
My Commission Expires
LEASE

Between

TOWN OF GREENWICH

And

NEIGHBOR TO NEIGHBOR INC.

This Lease, made this 29 day of September 2021, between the TOWN OF GREENWICH, referred to as the "TOWN," a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Fred Camillo, First Selectman, hereunto duly authorized, and NEIGHBOR TO NEIGHBOR INC., hereinafter referred to as the "CORPORATION," acting herein by Margaret Tjimos Goldberg, its Executive Director, hereunto duly authorized:

WITNESSETH:

1. PREMISES:

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

A certain building known as the 1 Horseneck Lane, Greenwich, Connecticut (Exhibit A).
2. **TERM**

The term of this Lease shall be for the period from September 28, 2021 through November 30, 2021.

3. **RENT**

The CORPORATION shall pay the TOWN the sum of $1.00 (One Dollar), the amount to be paid upon the execution of this Lease.

4. **USE OF THE PREMISES**

The leased Premises shall be used only for the purposes set forth in the Certificate of Incorporation and Bylaws of the CORPORATION which provide for use as a food pantry. The CORPORATION expressly agrees not to use or permit the Premises to be used for any other purpose without the prior written approval of the Board of Selectmen. All rules governing use of the Premises shall be subject to by the Board of Selectmen, which may require changes in, or the initiation of, such rules.

The CORPORATION shall have the use of the parking area associated with the Premises, as identified in Exhibit A, and other outside accessways in common with the TOWN with others to whom such right may be hereafter given, subject to the right of the TOWN or its agencies to regulate such use. Notwithstanding the foregoing, the TOWN reserves the right to use the parking lot.
It is understood by and between the parties that nothing contained in this Lease is intended to establish, or shall be construed as establishing or creating, the relationship of co-partners or joint venturers hereto, or as constituting the CORPORATION as the agent or representative of the TOWN for any purpose, or in any manner whatsoever. Any failure to use the Premises as set forth in this section shall render the Lease null and void at the option of the TOWN.

5. **CONDITION OF PREMISES**

It is expressly agreed between the TOWN and the CORPORATION that the CORPORATION has examined the Premises and accepts it in its present condition, and the Premises is leased from the TOWN "as is" and as it stands at the time the Lease is executed, and that the TOWN has made no representations whatsoever as to the present or future condition of the Premises, including latent defects.

6. **MAINTENANCE OF PREMISES**

The CORPORATION, at its sole cost, shall maintain the Premises in good repair and surrender it on the expiration or termination of the Lease in as good order and condition as it is now in, or as it may be placed by reason of any alteration made hereunder; subject to reasonable use and wear; and the CORPORATION agrees to commit no waste or injury to the Premises nor make any use of it except as provided in this Lease. It is understood and agreed the CORPORATION shall maintain the exterior and interior of the building in good condition and repair, however, any structural repair or
replacement which may become necessary in the judgment of the Board of Selectmen during the term of this Lease, and which has not been caused by any act, omission, or negligence of the CORPORATION, shall be undertaken and repaired by the TOWN. The CORPORATION shall give the prompt notice of any such repairs and replacements.

The CORPORATION shall reimburse the TOWN for gas and electricity within thirty (30) days of the TOWN’s submitting the appropriate documentation to the CORPORATION. The CORPORATION will be solely responsible for and pay all charges for heating, telephone, and cable costs. The TOWN shall be responsible for costs associated with water service.

The CORPORATION shall maintain the Premises and agrees to keep the same and all parts thereof in a clean and sanitary condition and free from any accumulation of trash or inflammable materials and shall store any such in proper receptacles, and shall provide for the collection and disposal thereof. The CORPORATION shall be responsible for disposal and associated costs of refuse and recyclables.

The TOWN will provide general outdoor maintenance including snow and ice removal from the driveways, walks, and parking areas, with the responsibility for further snow removal on the CORPORATION for the operation of its functions.

7. IMPROVEMENTS AND ALTERATIONS

The CORPORATION will make no material improvements or alterations to the Premises.
8. **INSURANCE AND PROPERTY LOSS**

A. The CORPORATION 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 the CORPORATION and the TOWN from any and all claims for bodily injury, including accidental death, and for property damage arising out of the use of the Premises by the CORPORATION 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, insurance for an amount not less than the current replacement cost for the value of the Premises including improvements, alterations, and additions made to the Premises by the CORPORATION and insuring the CORPORATION'S own personal property. The TOWN will not carry insurance on the CORPORATION'S property or improvements to the Premises by the CORPORATION.

2. Commercial general liability insurance, including bodily injury and property damage liability and "personal and advertising liability injury" on an occurrence basis with respect to the CORPORATION'S business and occupancy of the Premises for any occurrence of not less than One Million ($1,000,000) Dollars combined single limit for bodily injury and property damage, One Million ($1,000,000) Dollars "personal injury and advertising injury," One Million ($1,000,000) Dollars aggregate for products and completed operations and Two Million ($2,000,000) Dollars general aggregate or such
greater amount as the TOWN may require from time to time. Such insurance shall contain a provision including coverage for all liabilities assumed by the CORPORATION 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) Fire insurance for the benefit of the TOWN against damage to the Premises by fire and other casualty, with extended coverage endorse the amount of such policy to be reasonably sufficient and not less than Two Hundred Fifty Thousand ($250,000) Dollars.

(4) Umbrella liability, on an occurrence basis, in the amount of One Million ($1,000,000) Dollars each occurrence, One Million ($1,000,000) Dollars aggregate supplementing all coverages set forth in Subparagraphs (2) and (3) in this Paragraph 8A. Such umbrella insurance shall be no more restrictive than the terms provided in Subparagraphs (2) and (3) of this Paragraph 8A, and shall not contain a cross liability, employers liability, or similar exclusion. The policy shall be endorsed to recognize aggregate limits for coverages set forth in Subparagraphs (2) and (3) of this Paragraph 8A.

The TOWN shall have the right to require the CORPORATION to increase the above-mentioned insurance coverages from time to time as and to the extent that the TOWN Comptroller may require, but no such increase shall be arbitrary or unreasonable. The CORPORATION shall furnish three (3) certificates to the TOWN of each insurance policy or policies in the form attached hereto as Exhibit B upon the commencement of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy. All insurance shall be carried by a company or companies authorized to do business in the
State of Connecticut and having a rating of no less than A-/X1 as graded by Best's Rating Service. The TOWN shall receive at least 60 days' written notice of termination, non-renewal, or any material alteration of each insurance policy referred to in this Lease. All such policies shall be written as primary policies which do not contribute to and are not to be merely excess coverage over that which the TOWN may carry. If the CORPORATION maintains a policy that is in excess of a self-insured retention, it must be disclosed prior to the execution of the Lease.

The CORPORATION shall not do or permit any act or thing to be done in or to the Premises which is contrary to law or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of the TOWN with respect to the Premises, or which might subject the TOWN to any liability or responsibility to any person for property damage, nor shall the CORPORATION 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 the CORPORATION, the CORPORATION'S employees, agents, tenants, lessees, licensees or invitees, by theft or otherwise;
(2) any injury or damage to property or persons including without limitation the CORPORATION'S employees, agents, tenants, lessees, licensees or invitees, resulting from any cause whatsoever in connection with the use of the Premises, unless caused by or due to an 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 the CORPORATION'S behalf, shall be promptly repaired by the CORPORATION to the reasonable satisfaction of the TOWN and at the CORPORATION'S sole cost and expense.

9. **INDEMNIFICATION**

The CORPORATION 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 (i) any breach by the CORPORATION, its officers, agents, contracts, employees, tenants, lessees, licensees or invitees, of any covenant or condition of this Lease; or (ii) any negligence or willful act of the CORPORATION, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees, or (iii) the use and occupancy of the Premises by the CORPORATION, its officers, agents, employees, tenants, lessees, licensees or invitees.

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

10. **SUBLETTING AND ASSIGNMENT**

    The CORPORATION shall not sublet the demised Premises, or any portion
thereof, nor shall the Lease be assigned. If the Premises shall be deserted or vacated,
the First Selectman of the Town of Greenwich may declare the Lease in default, and this
Lease shall expire and terminate.

11. **INSPECTION AND EMERGENCY REPAIRS**

    The First Selectman of the TOWN, the Commissioner of Public Works of the
TOWN, the Director of Parks and Recreation of the TOWN, and their authorized agents
shall have the right to enter and inspect the Premises at all reasonable times. The
CORPORATION hereby agrees that the TOWN may direct, during emergency, any
repairman or company to make any immediate repairs in the Premises of damage
needing immediate repair and caused by the emergency at the sole cost and expense of
the party responsible for the damage, and that such repairman or company shall be the
agent of and be paid by the TOWN, subject to Paragraph 9.
12. **TERMINATION**

A. **The Town’s Right to Terminate**

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

1. **Upon Written Notice**

   The First Selectman of the TOWN, with the prior approval of the Representative Town Meeting, shall have the right to terminate this Lease at any time by giving the CORPORATION thirty (30) days advance written notice.

2. **Upon Default by the CORPORATION**

   (a) If the CORPORATION 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 the CORPORATION and is not discharged within thirty (30) days or otherwise provided for to the TOWN’S reasonable satisfaction within such time; or

   (d) if the CORPORATION fails to comply with any provision of this Lease and does not cure such default within the 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 the CORPORATION shall quit and surrender the Premises as provided herein.

In the event of a default under Subparagraph 12A.2(d), if the TOWN shall serve upon the CORPORATION a written notice specifying the nature of the default and upon the expiration of thirty (30) days thereafter the CORPORATION shall have failed to remedy such default, or if such default or omission complained of is of a nature that the same cannot be completely cured or remedied within such thirty (30) day period, and the TOWN determines the CORPORATION has not 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 the CORPORATION terminate and expire, and the CORPORATION shall quit and surrender the Premises to the TOWN, but the CORPORATION shall remain liable to the TOWN as hereafter provided.

In the event of a default by the CORPORATION 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 re-entry, summary process and other remedies where 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. The CORPORATION acknowledges that this Lease constitutes a commercial transaction within the meaning of §52-278a of the Connecticut General Statutes. Pursuant to §52-278f of the Connecticut General Statutes, the CORPORATION hereby waives and relinquishes all rights to notice and hearing as
provided in §52-278a through §52-278g of the Connecticut General Statutes prior to the TOWN obtaining any prejudgment remedy against the CORPORATION in connection with the enforcement by the TOWN of any of its rights or remedies under this Lease. The CORPORATION expressly waives notice to quit possession or occupancy of the Premises upon termination of this Lease pursuant to §47a-25 of the Connecticut General Statutes,

Upon termination as provided above the TOWN may without further notice re-enter the Premises and dispossess the CORPORATION by summary process or otherwise and remove the CORPORATION’s effects and hold the Premises as if this Lease had not been made, and the CORPORATION 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. The CORPORATION’s Right to Terminate

The CORPORATION shall have the right to terminate this Lease at any time by giving the TOWN ten (10) 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 any obligations whatsoever to the other except as provided in this Lease, and except that the CORPORATION shall 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 the CORPORATION at its sole cost and expense to return the Premises in a structurally sound condition consistent with its prior use excluding any structural repair or replacement which is the responsibility of the TOWN pursuant to Paragraph 6 of this Lease.

E. **TOWN'S Performance Upon Default by the CORPORATION**

If the CORPORATION defaults under this Lease, the TOWN may at its option but without obligation to do so immediately, or at any time thereafter and without notice, remedy the same at the sole cost and expense of the CORPORATION 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 attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid immediately by the CORPORATION to the TOWN upon the rendition of any bill or statement to the CORPORATION therefor, together with interest thereon at a rate equal to twelve (12%) percent per annum.

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

Except as provided in Paragraph 11 above, no employee or agent of the TOWN shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

13. **LEASE RENEWAL**

The CORPORATION shall have the option to renew this Lease for two (2) successive additional terms of two (2) months each after the expiration hereof, with the written request of the CORPORATION to the TOWN by one (1) month prior to the expiration of the term, and the approval of the Board of Selectmen. Such additional terms shall be subject to such conditions as the TOWN may then deem necessary or appropriate.
14. **DAMAGE BY FIRE OR OTHERWISE**

If the Premises are destroyed or damaged by fire or other cause to the extent which in the opinion of the First Selectman of the TOWN renders the repair and reconstruction thereof imprudent or impractical, taking into consideration the aforesaid fire insurance and after consultation with the CORPORATION, then and in such case the term hereby created shall, at the option of the First Selectman, cease and become null and void, and the CORPORATION shall immediately surrender the Premises and all the CORPORATION’S interest therein to the TOWN, and the TOWN may re-enter and repossess the Premises thus discharged from this Lease. The CORPORATION agrees that prior to surrender of possession under this section, the CORPORATION shall, at no expense to the TOWN, remove from the Premises all ruins and debris resulting from such damage by fire or other cause.

If it is determined by the First Selectman of the TOWN that the Premises should be repaired or reconstructed and the proceeds of the policy are not adequate to repair or replace the structure in accordance with the requirements of the Board of Selectmen, then the CORPORATION shall be obligated to contribute such additional sum as may be required to repair or reconstruct the Premises in conformity with such requirements.

The CORPORATION agrees that any insurance proceeds paid or payable to the CORPORATION or to the TOWN shall incur to the TOWN and the CORPORATION hereby assigns such proceeds to the TOWN. Allocation between the parties of any
insurance proceeds paid or payable to the TOWN and the CORPORATION, in the event of any damage by fire or other cause, shall be decided by the Representative Town Meeting, which shall take into account in making its determination improvements made by the CORPORATION at its cost.

15. **NOTICES**
   
   Any written notice required to be sent under the provisions of this Lease shall be sent as follows:

   Notices from the CORPORATION to the TOWN shall be sent by registered or certified mail to or delivered to the TOWN at the First Selectman's Office, Town Hall, Greenwich, CT 06836-2540. Notices from the TOWN to the CORPORATION shall be sent by registered or certified mail to or delivered to the CORPORATION's Executive Director at 248 East Putnam Avenue, Greenwich, Connecticut 06830.

16. **HOLDING OVER**

   In the event that the CORPORATION 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 the CORPORATION as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against the CORPORATION provided by law in that situation 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 even the
CORPORATION shall pay rent in advance at the rate provided herein as effective during the last period of the demised term.

17. **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.

18. **QUIET ENJOYMENT**

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

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.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
seals on this 29 day of September, 2021.

Signed, sealed and delivered
in the presence of:

Barbara A. Ackley

Fred Camillo
First Selectman

Margaret Tijmos Goldberg
Executive Director

TOWN OF GREENWICH

NEIGHBOR TO NEIGHBOR INC.

STATE OF CONNECTICUT
)
ss: Greenwich

COUNTY OF FAIRFIELD
)
On this 29\textsuperscript{th} day of \textbf{SEPTEMBER}, 2021, personally appeared Fred C. Camillo, 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.

\begin{center}
\textbf{ANGELA KAETHER}  \\
\textit{NOTARY PUBLIC OF CONNECTICUT}  \\
\textit{My Commission Expires 3/31/2025}\hfill \textit{Angela Kaether}
\end{center}

Notary Public
My Commission Expires: 3/31/2025

On this 30\textsuperscript{th} day of \textbf{SEPTEMBER}, 2021, personally appeared MARGARET TJIMOS, Executive Director, 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 Neighbor to Neighbor Inc., before me.

\begin{center}
\textbf{ANGELA KAETHER}  \\
\textit{NOTARY PUBLIC OF CONNECTICUT}  \\
\textit{My Commission Expires 3/31/2025}\hfill \textit{Angela Kaether}
\end{center}

Notary Public
My Commission Expires 3/31/2025

\textit{19}
EXHIBIT A
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**: Charles Goodman & Company, Ltd  
1210 Pleasantville Rd.  
Briarcliff Manor, NY 10510  
David N. Levine  
914-762-5800

**INSURED**: Neighbor to Neighbor Inc.  
248 E Putnam Ave  
Greenwich, CT 06830

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**COVERAGES**

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

re: 1 Horseneck Lane Greenwich CT 06830

Town of Greenwich is included as additional insured as required by lease.

**CERTIFICATE HOLDER**

Town of Greenwich  
Ben Branyan  
101 Field Point Road  
Greenwich, CT 06830

**CANCELATION**

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**

[Signature]

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January 14, 2022

Dear Board of Selectmen:

The Board of Selectmen Energy Management Advisory Committee (EMAC) would like to formally request that all future Town Building Committees, both Municipal Advisory Committees and formal Greenwich Public School Building Committees, include representation from the EMAC upon their creation. The Charter creating and governing the EMAC states, among other things, that the EMAC will “make recommendations regarding suitability of target standards of energy efficiency for major facility renovation and new construction,” and furthermore that the EMAC shall “Review, evaluate, and comment on capital improvement projects proposed and submit recommendations to the First Selectman.”

Energy efficiency requires a holistic approach beginning at the very earliest conceptualizations of a potential building project. Future energy efficiency reflects decisions around building orientation, mass, elevation, the building foundation, envelope, ductwork, plumbing, air flow/IAQ and electro/mechanical design, all of which need to be designed around prospective technology choices which may include geo-thermal systems, air source heat pumps, solar PV systems (both generation and storage) and EV charging infrastructure.

The EMAC has the expertise and capability to assist the Town with these considerations and can help to effectively lead the design / RFP / build process.

Respectfully submitted,

Peter Schweinfurth
Chair, Energy Management Advisory Committee

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