Municipal Improvement  
PLPZ 2021 00241

| Location: | 125 River Road Extension |
| Zone:     | LB Zone                 |

**APPLICATION SUMMARY:**
The Board of Selectmen and their Mat 27, 2021 meeting, voted 3-0-0 to approve the referral to the Planning and Zoning Commission of the proposed sublease agreement between the Greenwich Adult Day Care, Inc. (the “GADC”) and the Open Arts Alliances, Inc (the “OAA”) to allow the OAA to use two areas of the leased building: the Waterfall Room and an alcove which it plans to convert to a private office. The lease agreement is before the Commission in accordance with Section 99(a)(2) of the Town of Greenwich’s Charter.

**ISSUES/RECOMMENDATIONS:**
1. The sublease agreement appears to be for one year in length (July to June) for use of the spaces noted. The sub lessee will use parking assigned to GADC and OAA would be permitted to use the space during the customary and posted hours of the GADC’s operations.
2. The applicant has not indicated any changes to the site are being proposed as part of this action. The sublease agreement is the only issue being proposed for the Commission’s consideration. The Board of Selectmen have reviewed and accepted the language of the sublease. If the Commission wishes to change any language of the sublease or items related to the use of the site, it should do so now so that the agreement can be modified and reviewed by the Commission before it goes forward to the Representative Town Meeting (the “RTM”).
3. Any physical changes to the site or changes in the use or uses proposed shall receive the proper approvals from this Commission or the appropriate agencies or departments of the Town.
4. If found acceptable, the Commission will need to make a finding that the sublease and associated use is consistent with the Town’s current Plan of Conservation and Development (the “POCD”).
5. If accepted by this Commission, the lease will be forwarded to the RTM for final adoption.

**BACKGROUND:**
The original Municipal Improvement Approval and associated site plan approval was granted by the Planning and Zoning Commission on July 20, 2004, with modifications. Those items, were required to be addressed prior to CO, appear to have been addressed, are current, and not proposed to be amended by this sublease. In September 2015, the RTM approved a renewal of the lease between the Town and Greenwich Adult Day Care, Inc. (“GADC”) for a ten-year period ending February 9, 2025.
TO: Katie DeLuca  
FROM: Fred Camillo  
DATE: May 27, 2021  
RE: Greenwich Adult Day Care, Inc. Municipal Improvement Referral

At a meeting of the Board of Selectmen on May 27, 2021, the Board unanimously voted to approve the referral to the Planning and Zoning Commission of a sublease agreement between Greenwich Adult Day Care, Inc. and Open Arts Alliances, Inc.

As you know, Section 99 of the Charter calls for a Municipal Improvement referral in conjunction with the abandonment of real property. In this case, the Town is relinquishing an interest in property pursuant to the proposed easements and declarations. Consequently, it is the opinion of the Board of Selectmen that this requires an MI Referral to your board under Section 99 of our Charter.

Thank you for taking this under consideration at your next Planning and Zoning Commission meeting.

cc: Ben Branyan  
Barbara Schellenberg  
Aamina Ahmad
Town of Greenwich
Planning & Zoning Department
Town Hall – 101 Field Point Road, Greenwich, CT 06830-2540
Phone: (203)622-7894 – Fax: (203)622-3795

MUNICIPAL IMPROVEMENT APPLICATION

Project Name: Greenwich Adult Day Care, Inc. Sublease to Open Arts Alliances, Inc

Applicant: (Department or Agency) Office of the First Selectman

Address: 101 Field Point Road, Greenwich, CT

Contact Person: Ben Branyan, Town Administrator

Telephone: 203-622-7710 Facsimile: 203-622-3793

Authorized Agent / Department Head Signature: [Signature]

Date: 5/27/21

If project involves real property, identify by

Location: 125 River Road Ext, Cos Cob, CT 06807

Tax Account Number(s): 08-4610 Zone(s): LBR-1

Property Owner / Responsible Department: Town of Greenwich

Previous related MI Numbers

PROJECT DESCRIPTION:

See attached documentation:

1. Site Plan Application

2. Background material to BOS

3. Final Lease Between Town of Greenwich and Greenwich Adult Day Care, Inc.

4. Draft River House Sublease to OAA

Attach additional sheets, if necessary

Staff-assigned MI Number

Form PZ MI App

Staff-assigned SP Number
Site Plan Application

Property Address: 125 River Road Ext.  
Property Owner: Town of Greenwich  
Address: 101 Field Point Road

Email:  
Cell Phone:  
Other Phone:  
Applicant:  
Address:  

Email:  
Cell Phone:  
Other Phone:  
Authorized Agent: Ben Branyan, Town Administrator  
Address: 101 Field Point Road

Email: bbranyan@greenwichct.org  
Cell Phone:  
Other Phone: 203-622-7710

Select One:  
☐ Pre-Application  
☐ Final

Zone(s): LBR-1  
Lot Area: 53.87 Acres

Please select all relevant items below:

☐ Special Permit – Complete special permit application form
☐ Coastal Overlay Zone
☐ Property is within 500 feet of a Municipal Boundary of ____________________ (for notification)
☐ Amendment to Building Zone Regulations – Section(s) ____________________
☐ Amendment to Building Zone Map – Zone(s) affected ____________________
☐ Health Department review needed
☐ Sewer Department review needed
☐ Architectural Review Committee Application attached or Review needed
☐ Planning & Zoning Board of Appeals review needed
☐ Inland Wetlands and Watercourses Agency Review / Approval Required
☐ Scenic Road Designation

To be completed by P&Z staff only:
Check # __________________  
Check Amount: $________

Application # ________________________________  
pZSitePlanApp 2020
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**THIS SITE PLAN INVOLVES:**

- □ Additions
- □ Alterations
- □ Demolition
- □ Re-Construction
# Application Signature Page

**Property Address:** 125 River Road Ext.  
**Tax ID:** 08-4610

**Property Owner 1:** Town of Greenwich  
**Address:** 101 Field Point Road  
**Email:** bbranyan@greenwichct.org  
**Cell Phone:**  
**Other Phone:** 203-622-7710  
**Signature:**  
**Date:** 5/28/21

**Property Owner 2:**  
**Address:**  
**Email:**  
**Cell Phone:**  
**Other Phone:**  
**Signature:**  
**Date:**

**Property Owner 3:**  
**Address:**  
**Email:**  
**Cell Phone:**  
**Other Phone:**  
**Signature:**  
**Date:**

**Property Owner 4:**  
**Address:**  
**Email:**  
**Cell Phone:**  
**Other Phone:**  
**Signature:**  
**Date:**

**Applicant:**  
**Address:**  
**Email:**  
**Cell Phone:**  
**Other Phone:**  
**Signature:**  
**Date:**

**Authorized Agent:**  
**Address:**  
**Email:**  
**Cell Phone:**  
**Other Phone:**  
**Signature:**  
**Date:**
Pre-Application Review Checklist

Property Address: 125 River Road Ext. Tax ID: 08-4610
Anticipated Type of Application: Municipal Improvement

Pre-application meeting – For applications requiring a special permit (optional to all other application types), the applicant is required to submit documentation of their development proposal to the Planning and Zoning Commission for a nonbinding pre-application review pursuant to Section 7-159b of the Ct. General Statutes, to be held on a regularly scheduled meeting of the Planning and Zoning Commission, subject to the below requirements. The submission shall include the following.

Please check the items submitted below:

☐ 1. Completed Application Form.

☐ 2. One copy of a signed form titled, Applicant’s Agreement to Pre-Application Review Meeting under the Provisions of CGS Section 7-159b, which notes in part, that this pre-application review is being held at the applicant’s request in accordance with Connecticut General Statutes (Sec. 7-159b). Specifically, Section 7-159b of the Connecticut General Statutes notes that a “Pre-application review and any results or information obtained from it may not be applied under any provision of the general statues, and shall not be binding on the applicant or any authority, commission, department, agency or other official having jurisdiction to review the proposed project.” Therefore, any comments, thoughts, ideas, or opinions provided by Commission members are non-binding in all respects.

☐ 3. Nine copies of a written narrative describing the project.

☐ 4. Nine copies of schematic architectural drawings including but not limited to proposed floor plans, all building elevations indicating proposed height and stories, conceptual site, and landscape plans.

☐ 5. Nine copies of an A2 survey and schematic civil engineering site development plans indicating the layout of the proposed development including setbacks, number and dimension of parking spaces and travel lanes, curb cuts and dimension of proposed buildings.

☐ 6. Nine copies of a planimetric GIS map (not aerial) showing the surrounding neighborhood including standard generated topography, infrastructure and flood zones.

☐ 7. An affidavit certifying that all abutting property owners have been notified by mail as evidenced by a certificate of mailings or certified or registered mail receipts, about said application. Owners of lots, or portions of lots, which are across a public or private street shall be deemed to be abutting property owners.

All applicants must make an appointment to submit this application with the Applications Coordinator, Peter Mangs, who can be reached by (email) Peter.Mangs@greenwichct.org or (phone) 203-622-7894.

NOTE: Any new documentation presented at Planning and Zoning Meetings shall be submitted to staff so that they can be made part of the record. Please ensure all documents can easily be removed from presentation boards.
Applicant's Agreement to Pre-Application Review Meeting under the Provisions of CGS Section 7-159b

Sec. 7-159b. Connecticut General Statutes. Pre-application review of uses of property.

Notwithstanding any other provision of the general statutes, prior to submission of an application for use of property under chapters 124, 126, 440, and 541 or any other provision of the general statutes authorizing an authority, commission, department or agency of a municipality to issue a permit or approval for use of such property, such authority, commissions, department or agency or authorized agent thereof may separately, jointly or in any combination, conduct a pre-application review of a proposed project with the applicant at the applicant's request. Such pre-application review and any results or information obtained from it may not be appealed under any provision of the general statutes, and shall not be binding on the applicant or any authority, commission, department, agency or other official having jurisdiction to review the proposed project.

I have read and understand the above provision of the Connecticut General Statutes and understand and agree that whatever discussion, comments and/or recommendations are made through this review are non-binding upon the parties.

Further, acknowledge and agree that this pre-application review meeting is being conducted prior to and in anticipation of a formal application to the Greenwich Planning and Zoning Commission, Zoning Board of Appeals or Wetlands Agency to obtain feedback and response to the proposal or design, as it exists on this date, in the interest of preparing an application consistent with the Zoning, Subdivision or Wetlands regulations of the Town of Greenwich as the case may be.

Property Address: 125 River Road Ext. Tax ID: 08-4610
Anticipated Type of Application: Municipal Improvement

Property Owner 1: Town of Greenwich Address: 101 Field Point Road
Signature: ____________________________ Date: 5/28/21

Property Owner 2: ____________________________ Address: ____________________________
Signature: ____________________________ Date: ____________________________

Property Owner 3: ____________________________ Address: ____________________________
Signature: ____________________________ Date: ____________________________

Property Owner 4: ____________________________ Address: ____________________________
Signature: ____________________________ Date: ____________________________

Applicant: ____________________________ Address: ____________________________
Signature: ____________________________ Date: ____________________________

Authorized Agent: ____________________________ Address: ____________________________
Signature: ____________________________ Date: ____________________________

pzSec7-159bCGS 2020
EXHIBIT A

12-2039/S
200 SHEEPHILL ROAD LLC
200 SHEEPHILL ROAD
RIVERSIDE, CT 06878

12-2041/S
204 SHEEPHILL LLC
78 EAST PUTNAM AVENUE
COS COB, CT 06807

200 SHEEPHILL ROAD LLC
200 SHEEPHILL ROAD
RIVERSIDE, CT 06878

12-2045/S
BARTLETT ROBERT G AND
214 SHEEPHILL ROAD
RIVERSIDE, CT 06878

12-2263/S
BAXENDALE CHRISTOPHER E
23 NEARWATER LANE
RIVERSIDE, CT 06878

12-1489/S
BERNARD HILARY LEA
38 CARY ROAD
RIVERSIDE, CT 06878

08A-1007/S
273 OMP LLC
9 DANDY DRIVE
COS COB, CT 06807

08-2460/S
ARZENO HECTOR E & PICCO
207 VALLEY ROAD
COS COB, CT 06807

08-3247/S
BARNARD CHARLES N EST
225 VALLEY RD
COS COB, CT 06807

08A-2014/S
BOYD DIANE V
95 VALLEY RD UN B
COS COB, CT 06807

08-1487/S
BRUGO CHRISTOPHER L
15 HIGHVIEW AVENUE
RYE BROOK, NY 10573-0000

08-3947/S
BURLESON ELIZABETH NAN
179 VALLEY ROAD
COS COB, CT 06807

08-9019
CALABRESE PROPERTY
41 LAKE DRIVE
DARIEN, CT 06820

08-3315/S
CAMPBELL RICHARD D
259 VALLEY RD
COS COB, CT 06807

08A-1762/S
CAPPARELLE FRANK J TR &
929 W PORT ROYALE LN
PHOENIX, AZ 85023

08A-1763/S
CAPPARELLE JAMES J
213D RIVER RD EXT
COS COB, CT 06807

08A-1764/S
CAPPARELLE JAMES J
213-4 RIVER RD EXT
COS COB, CT 06807

08A-1761/S
CAPPARELLE JAMES J
213D RIVER RD EXT
COS COB, CT 06807

08A-2004/S
CARMONA ADOLFO & DONNA
99 VALLEY ROAD UNIT E
COS COB, CT 06807

08-1480/S
CAZ PROPERTIES LLC
328 ROUND HILL ROAD
GREENWICH, CT 06831

08-1182/S
COPPOLA KIM
211 RIVER RD UN#5
COS COB, CT 06807

12-1402/S
CLAUSI ADOLPH S & JANET H
29 NEARWATER LANE
RIVERSIDE, CT 06878

08-2278/S
COELHO DAVID DIAS &
271 VALLEY ROAD
COS COB, CT 06807

08-1412/S
CONNECTICUT LIGHT &
PO BOX 270
HARTFORD, CT 06101

08A-1182/S
CONNECTICUT LIGHT &
PO BOX 270
HARTFORD, CT 06101

08-2462/S
CONWAY PAUL & LOUISA W/S
255 VALLEY ROAD
COS COB, CT 06807

08-3693/S
CONNECTICUT LIGHT &
PO BOX 270
HARTFORD, CT 06101

08-2043/S
DDZ I GREENWICH LLC
1160 E JERICHO TURNPIKE
HUNTINGTON, NY 11743

08-2056/S
DEFINA VINCENT R &
24 LAKEVIEW DRIVE
RIVERSIDE, CT 06878

12-2683/S
DELO DIRK A & SANDRA K
78 LONG MEADOW RD
RIVERSIDE, CT 06878-1124

12-2037/S
DENARDO DIANE
190 SHEEPHILL ROAD
RIVERSIDE, CT 06878
05-4570
DEPT OF ENV PROT
STATE OFFICE BLDG
HARTFORD, CT 06115

08A-2013/S
DOROFF STEPHANIE Z & H
95 VALLEY ROAD UN A
COS COB, CT 06807

12-12144/S
DESMOND MARY E
22 CARY ROAD
RIVERSIDE, CT 06878

08A-1232/S
DRENCHECKHAHN ROBERT
163 VALLEY ROAD
COS COB, CT 06807

12-12145/S
DIETZ CHARLES E
229 VALLEY ROAD
COS COB, CT 06807

12-2229/S
FAHEY LINDSEY
208 SHEEPHILL RD
RIVERSIDE, CT 06878

12-12146/S
FLINK ELIZABETH S
20 CARY ROAD
RIVERSIDE, CT 06878

12-1486/S
FLOUTY GEORGE TR &
30 CARY ROAD
RIVERSIDE, CT 06878

12-2248/S
GILLIAM MARCIA M ET AL
8 DELIKA DRIVE
COS COB, CT 06807

08-1575/S
HART MADELINE & SIDNEY
185 VALLEY ROAD
COS COB, CT 06807

08-3329/S
HIMES JAMES A & HIMES
197 VALLEY RD
COS COB, CT 06807

12-1398/S
JARVIS WILLIAM F & HAZEL R
42 CARY ROAD
RIVERSIDE, CT 06878

08-83318/S
KATSIGIANNAKIS
205 VALLEY RD
COS COB, CT 06807

12-1398/S
KEEGAN KAREN S & DENNIS J
11 LAKEVIEW DRIVE
RIVERSIDE, CT 06878

12-1490/S
KERR PATRICIA & TIMOTHY
12 CARY ROAD
RIVERSIDE, CT 06878

08-3229/S
KERWIN RYAN TR & MARLA
87 VALLEY ROAD
COS COB, CT 06807

12-2454/S
KING WILLIAM E & EMMA
11 NEARWATER LANE
RIVERSIDE, CT 06878

08-2639/S
KRONEWITTER COLIN & LORI
189 VALLEY ROAD
COS COB, CT 06807

12-2219/S
KUPLESKY HAROLD & PARK
25 NEARWATER LANE
RIVERSIDE, CT 06878

12-2256/S
LAND CHARLES B & JOY W/S
70 LONG MEADOW ROAD
RIVERSIDE, CT 06878
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May 28, 2021

To Whom It May Concern:

Notice is hereby given that the Town of Greenwich has filed an application with the Town of Greenwich Planning and Zoning Commission for a Municipal Improvement Application approval for 125 River Road Extension, Cos Cob, CT.

River House Adult Day Center has proposed a sublease agreement with Open Arts Alliances, Inc.

Further information concerning this application may be obtained by contacting the Planning and Zoning Commission at 203-622-7894.
AFFIDAVIT OF NOTIFICATION

I, Ben Branyan, being first duly sworn, do hereby certify that on May 28, 2021, I caused to be mailed, postage prepaid, to those persons whose names are set forth on Exhibit A attached hereto a copy of the notice attached hereto as Exhibit B. Said persons were the record owners, as of May 27, 2021 as shown on the Town Tax Assessor's Office records of property abutting (as said term defined in Sec. 6-14 (a)(3) of the Greenwich Building Zone Regulations) the property belonging to Town of Greenwich for which an application for Municipal Improvement has been filled with the Greenwich Planning and Zoning Commission. The property belonging to The Town of Greenwich was delivered to said agency.

[Signature]
Ben Branyan
Town Administrator

Subscribed and Sworn to before me on this 28th day of May 2021.

[Signature]
Angela Kaether
(Notary Public)
MI APPLICATION
ATTACHMENT 2
MEMORANDUM

TO: Fred Camillo, First Selectman
   Lauren Rabin, Selectwoman
   Jill Oberlander, Select-person

FROM: Aamina Ahmad, Assistant Town Attorney

DATE: May 18, 2021

RE: Proposed Sublease Between Greenwich Adult Day Care Inc. and Open Arts Alliance, Inc.

In September 2015, the RTM approved a renewal of the lease between the Town and Greenwich Adult Day Care, Inc. (“GADC”) for a ten-year period ending February 9, 2025. GADC operates an adult day care center at the property located at 125 River Road Extension in Cos Cob. Section 11 of the Lease states that “GADC shall not sublet the demised Premises or any portion thereof without consent of the Town” and that a “sublease, if any, shall be limited to a non-profit group or agency.” GADC has requested permission from the Town to sublease a portion of the leased building to the Open Arts Alliance, Inc. (“OAA”). In keeping with Town policy, we are seeking your review of GADC’s request. If you vote to approve GADC’s request, the proposal will be forwarded to the RTM for further review and a vote. We are also seeking your approval to refer this request to the Planning & Zoning Commission for a municipal improvement.

OAA is a 501(c)(3) non-profit social service organization that uses therapeutic arts programs to educate students and senior citizens in our community. OAA proposes to use two areas of the leased building: the Waterfall Room and an alcove which it plans to convert to a private office. The Waterfall Room will be utilized for OAA classes, programs, leadership council/junior leadership council meetings after 3:00 p.m. daily to allow for shared space during GADC’s daily programs. Additionally, OAA would have the use of communal rooms during weekends for larger programs. OAA plans to replace the wallpaper in the Waterfall Room and install flame retardant, retractable curtains. An alcove will be transformed into an administrative office where OAA’s Artistic Administrative Assistant and its Treasurer will be based. GADC and OAA wish to
commence the sublease on July 1, 2021. OAA will pay a monthly rent of One Thousand ($1,000.00) Dollars. An informational flyer provided by OAA is attached for your review.

We look forward to answering any questions you may have at your meeting on May 27th.

cc: Benjamin Branyan, Town Administrator

Attachment
Rental Proposal

Open Arts Alliance
@ River House Adult Day Center
Spring 2021
Curtain Up

Open Arts Alliance, is a 501c3 non-profit social service organization that uses therapeutic arts programs to educate students and senior citizens in our community.

Through volunteerism opportunities with aging adults who have mobility issues, Alzheimer's Disease and dementia (many of whom are veterans,) students have hands-on opportunities to use the performing arts as a means of inter-generational connection.
COMMUNITY PROGRAMS

BROADWAY BY THE YEAR

YES, AND...

JUNIOR ENSEMBLE TOUR

IN-SCHOOL RESIDENCIES

PROFESSIONAL TOURING PRODUCTIONS
Our Team

Board Of Directors
EILEEN BARTELS
STEPHANIE O’DONNELL
JENNIFER DUNN
KERRY GAVIN
ROCCO NATALE (Ex-Officio)
RONNIE STAPLEFIELD
KATHY WALKER

PTAC (Advisory Board)
KATIE BREEN
LAUREN CHIAPETTA
LINDA FILAR
ELLIE FLORES
ERIK JENSEN
KEITH HIRSCH
JACK KRISKEY
MATT KUMMELL
ANA LABORDE
ELISE LIBOW
JOE MUNOZ
ADELIA PIAZZA
ROSE ANN SALVATE
LISA SHERECK
NEAL SPITZER
SAMANTHA STEELE
ANNIE YARDIS
WAYNE ZABEL
You may have seen us at...

CONNECTICUT CHILDREN'S MEDICAL CENTER
STAR INC. OF NORWALK
NORTH MIANUS ELEMENTARY SCHOOL
EASTERN MIDDLE SCHOOL
TOKENEKE ELEMENTARY SCHOOL
GREENWICH ARTS COUNCIL
GREENWICH SAFETY COMPLEX
THE BOYS & GIRLS CLUB
GREENWICH LIBRARY COLE AUDITORIUM
ART TO THE AVENUE
RUTH FEINBERG CORNERS AUDITORIUM, ANSONIA
NATHANIEL WITHERELL
ELDERHOUSE
NEIGHBOR TO NEIGHBOR
SOUND BEACH MEMORIAL DAY PARADE

GREENWICH WOODS
RIVER HOUSE ADULT DAY CENTER
GREENWICH HISTORICAL SOCIETY
NOTRE DAME HIGH SCHOOL, FAIRFIELD
NEW CANAAN LIBRARY
EDGEHILL
PRENDERGAST ELEMENTARY SCHOOL
JOHN C. MEAD SCHOOL
WOLFPIT ELEMENTARY SCHOOL
WAVERLY LIFECARE NETWORK
WAVERLY CARE CENTER
YMCA OF GREENWICH
KIDS IN CRISIS
JUNIOR LEAGUE OF GREENWICH
STEPPING STONES MUSEUM
Leadership Council & Junior Leadership Council were formed to create non-governing boards for OAA and provide students a chance to formalize their leadership skills and make tangible contributions to the organization including but not limited to: season selection, program development, outreach and social media. Students meet bi-monthly in seminar fashion to discuss the fulfillment of the mission of OAA and debate required reading.

JUNIOR LEADERSHIP COUNCIL (Grades 7-8)
AVA PASSAMANO
DYER STEELE
ELLIE ENGLUND
ISABEL SCHLACK
LUKE MERRILL
MAEVE CAREY

LEADERSHIP COUNCIL (Grades 9-12)
ALEXANDRIA SHAW
ALEXIS KILLEEN
AVA WAGNER-NAST
BENJAMIN WALKER
BRYN KUMMELL
COLLEEN SALVATE
EMMA HARVEY
ERIN SALVATE
JOELLE SINGER JENSEN
JORDYN LIBOW
JOSHUA WINSTON
KATIE SINGER JENSEN
MARISOL FLORES
OLIVIA HIRSCH
SOPHIA PRIATKA
ZACH LIBOW
RECOGNITIONS & AFFILIATIONS

2021 - Aetna Foundation Sponsorship
2021 - ARTE-Accessible Grant
2021 - Arts Endowment Grant
2021 - Supporting Arts Grant
2021 - Outstanding Non-profit Award (Darien)
2020 - Connecticut Humanities Grant
2020 - Outstanding Non-profit Award (Darien)
2019 - Junior League of Greenwich Community Development Grant
2019 - Light A Fire (Moffly Media)

Greenwich Arts Council: Guest Lector (2020)
Junior League of Greenwich: Community Advisory Board
TYA/USA: Theatre for Young Audiences
EdTA: Educational Theatre Association
Intergenerational Goals

Brand Awareness & Education

Sharing space will allow members of the Open Arts Alliance family to learn more about River House Adult Day Center and the services provided to our community. It is our intention that collaborating on partnerships and programs will stimulate growth of both school aged students and aging adults.

Public Relations and Community Development

OAA wishes to collaborate with RHADC on deeper and meaningful community relationships including but not limited to increased program opportunities and joint grant ventures.

Financial Support

By renting Open Arts Alliance a dedicated space for rehearsal and classes, River House has a tenant with whom they already have a 6+ year relationship.
The Waterfall Room
- Replace wallpaper with high-grade temporary wallpaper to give the room a facelift and transform the present space into a classroom for River House clientele and students alike, as agreed by OAA and River House.
- Install flame retardent, retractable curtains to offer privacy for students.
- Rehome items for River House programs in an effort to maximize learning space in the room.
- Furniture (such as tables and chairs owned by River House) would be modified for more flexible seating and shared space use.
- Waterfall room may be utilized for OAA classes, programs and leadership council/junior leadership council meetings after 3 p.m. daily as well as weekends to allow for shared space during River House daily programs. OAA would have use of communal rooms during weekend hours for larger programs.
- Adhere to safety protocols during Covid-19.

Private Office
- The alcove at the end of the hallway will be transformed into the administrative office of Open Arts Alliance where the Artistic Administrative Assistant and the Treasurer will be based.

Timeline
Open Arts Alliance would take residence of the new space in July, 2021 to mirror the school-year calendar of our students.

Rental Fees
The waterfall room is approximately 15.5' x 27'; the office is approximately 12' x 9.5'; and the hallway is approximately 4' x 12.5'. Sans watercloset, there is approximately 582.5 square feet of rental space. OAA respectfully offers $11,650 per year ($20 per sq.ft/year)
Questions? Reactions?

Email
info@openartsalliance.com
rocco@openartsalliance.com

Facebook
@openartsalliance

Instagram
@openartsalliancetheatre
Theatre. That Moves.
LEASE

Between the

TOWN OF GREENWICH

and

GREENWICH ADULT DAY CARE, INC.

This Lease, made this 16th day of October, 2015, 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"), 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 Linda Longmire, its 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 two additional periods 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 commencing on the six month anniversary of the date hereof or earlier by mutual agreement between GADC and the Board of Selectmen (the "commencement date") and ending on the tenth anniversary of the commencement date subject to renewal as set forth in paragraph 15 hereof for additional ten-year lease terms.

3. RENT

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

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

GADC staff within the Building will include an on-site administrator or manager, who is responsible for the overall operation of the Center, 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 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 February 9, 2005.

6. **IMPROVEMENTS AND ALTERATIONS**

This Lease is contingent upon GADC being able to maintain the required authorizations and/or licensure from the State of Connecticut

   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 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.*

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

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

Any such improvements or alterations shall be the property of the Town and shall remain upon and be surrendered with the Premises on the expiration or termination of the Lease without compensation to GADC. Notwithstanding the foregoing, GADC shall have the right to place and install at the Premises, and remove therefrom at the end of the Term, its personal property, furniture, equipment and removable furnishings.

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

GADC shall obtain for any improvement or alteration such building permits and other regulatory or administrative approvals, including review and approval by the Planning and Zoning Commission, as are normally incidental to the progress and satisfactory conclusion of the same. The Town agrees to cooperate, in its capacity as lessor/owner, with GADC with respect to signing documents as lessor/owner as may be needed by GADC for submitting applications for such approvals.
All improvements or alterations shall be independently contracted. GADC shall promptly pay all contractors and material suppliers for work performed and materials supplies to the Premises and shall indemnify and save harmless the Town from any and all claims made against it by any such contractor, subcontractor or material supplier arising out of the above-described work. GADC shall comply with the bonding requirements and other provisions of the Connecticut General Statutes §49-41 et. seq. where applicable.

7. **MAINTENANCE OF THE PREMISES**

Except as otherwise provided herein, GADC at its sole cost and expense shall maintain the Premises and the land immediately surrounding the Premises described as Lease Parcel "C" in Exhibit A in good repair and safe condition for the purposes set forth in 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 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 casualty, including coverage for vandalism and malicious mischief, with extended coverage endorsement, the amount of such policy to be reasonably sufficient and not less than the replacement cost of the Premises. The Town shall be a named insured in such policy as loss payee as its interests may appear.

(5) Workers compensation insurance for all of GADC's employees, temporary employees or independent contractors, working in or around the Premises in an amount sufficient to meet statutory payments (unlimited), employers liability insurance with minimum limits of Five Hundred Thousand ($500,000) Dollars per accident, Five Hundred Thousand ($500,000) Dollars per employee for disease and a Five Hundred Thousand ($500,000) Dollars policy limit for disease. The policy shall be endorsed to waive subrogation against the Town.
(6) Umbrella liability, on an occurrence basis, in the amount of Five Million ($5,000,000) Dollars each occurrence, Five Million ($5,000,000) Dollars aggregate supplementing all coverages as set forth in Subparagraphs (2), (3) and (4) of this Paragraph 8A. Such umbrella insurance will be no more restrictive than the terms provided in Paragraph 9A, and will not contain a cross liability, employers liability, or similar exclusion. The policy must be endorsed to recognize aggregate limits for coverages set forth in Subparagraphs (2), (3), (4) and (5) of Paragraph 9A.

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

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

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

GADC shall furnish three (3) certificates to the Town of each insurance policy or policies 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

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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 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: Board President, Greenwich Adult Day Care, 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 October, 2015.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF GREENWICH

By: ____________________________
   Peter J. Tesei
   First Selectman

GREENWICH ADULT DAY CARE, INC.

By: ____________________________
   Linda Longmire
   Board President
   Hereto Duly Authorized
STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this 16th day of October 2015, personally appeared Peter J. Tesei, First Selectman of the Town of Greenwich, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said TOWN OF GREENWICH, before me.

[Signature]

Notary Public
My Commission Expires: 11/30/2019

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this 26th day of October 2015, personally appeared Linda Longmire of 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.

[Signature]

Notary Public
My Commission Expires: 11/30/2019
EXHIBIT A
EXHIBIT B
Lease Parcel "A"

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

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

North 21° 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.
CERTIFIED MAIL

August 3, 2004

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

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

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

Dear Mr. Cohen and Ms. Burns:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

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
September 30, 2015

Town of Greenwich
C/o Mr. Benjamin Branyan
Town Administrator
101 Field Point Road
Greenwich, CT 06830

RE: Greenwich Adult Daycare, Inc.
    Lease with the Town of Greenwich

Dear Mr. Branyan:

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 general liability 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

[Signature]

William J. Duggan
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # BR-1093795
Fairfield County Bank Insurance Services-DUG
660 East Main Street
Stamford, CT 06902

CONTACT NAME: 1 (203) 353-8343
PHONE (FAX No.:)
PAY (FAX No.): 1 (203) 353-8344
EMAIL ADDRESS: info@icbins.com

INSURER(S) AFFORDING COVERAGE

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<td>INSURER C: United States Liability Ins.</td>
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INSURED

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

COVERAGES

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COVERAGE LIMITS

| EACH OCCURRENCE | 1,000,000 |
| DAMAGE TO RENTED PREMISES (Ex. occurrence) | 100,000 |
| MED EX (Any one person) | 15,000 |
| PERSONAL & ADJ INJURY | 1,000,000 |
| GENERAL AGGREGATE | 3,000,000 |
| PRODUCTS - COMPOD AGG | 3,000,000 |
| Prof Liability | 1,000,000 |
| COMBINED SINGLE LIMIT (Ex. occurrence) | 1,000,000 |
| BODILY INJURY (Per person) | |
| BODILY INJURY (Per accident) | |
| PROPERTY DAMAGE (Per occurrence) | |

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

© 1983-2014 ACORD CORPORATION. All rights reserved.
This Agreement is made this __ day of May 2021, by and between Greenwich Adult Day Center Inc (dba River House Adult Day Center), 125 River Road Extension, Cos Cob, Connecticut 06807 (“River House”) and OPEN ARTS ALLIANCE, (OAA) 16 Fletcher Avenue, Greenwich, CT 06831.

1. RIVER HOUSE agrees to sublease one room (“Waterfall”) plus one alcove (“Quiet Room”) to OAA, situated in the building (“the building”) located at 125 River Road Extension, Cos Cob, Connecticut 06807 to OAA for $1,000.00 per month, for the period from July 1, 2021 to June 30, 2022. OAA shall use the Waterfall and the Quiet Room for the purpose of conducting its business which is teaching creative arts classes and holding creative arts rehearsals. In addition, OAA shall be permitted to use at no additional cost other areas of the building, as may hereafter be agreed to in writing between RIVER HOUSE and OAA. The room, alcove and other areas above mentioned (hereinafter sometime referred to as the “Premises”) shall not be used for any other purpose without the advance written consent of RIVER HOUSE.

In the event OAA is in default of its obligations to RIVER HOUSE hereunder, this Agreement shall terminate upon the failure of OAA to cure any such default within 10 business days of written notice of default from RIVER HOUSE to OAA, and RIVER HOUSE may recover from OAA the space rented by OAA.

OAA may utilize parking spaces that are marked and reserved for RIVER HOUSE during business hours. RIVER HOUSE spaces are reserved from 7:00am-7:00pm daily. RIVER HOUSE will notify OAA at least two weeks in advance when RIVER HOUSE is having a gala or has rented out the building to some other organization or group of people for a gathering.

This Agreement for the room, alcove and other areas above mentioned shall terminate on June 30, 2022. If OAA notifies RIVER HOUSE by mail on or before May 1, 2022 of its desire to extend this Agreement, this Agreement shall be extended upon such terms as may hereafter be agreed to in writing by RIVER HOUSE and OAA. If RIVER HOUSE and OAA are unable to reach an agreement by June 15, 2022, this Agreement shall terminate on June 30, 2022.

2. OAA agrees to provide support to RIVER HOUSE of and help in the development of new and existing programs.

3. Payment shall be paid by OAA by the 1st day of each month for which the payment is due. Failure to make payments within 10 days of the due date time will result in a late fee of $100. No additional rental payment shall be levied by RIVER HOUSE for OAA use of the leased space during RIVER HOUSE’s customary and posted hours of operation.
4. OAA will be permitted to have access to the building and conduct business Monday through Sunday during RIVER HOUSE’s customary and posted hours of operations. OAA agrees to abide by RIVER HOUSE’s decision to close or alter start and stop times of operations due to inclement weather, a pandemic or change in RIVER HOUSE’s operating hours, physical damage to RIVER HOUSE’s building that require repairs that involve the use of power tools or equipment requiring the building to be free of excess people. RIVER HOUSE management will notify OAA via phone, e-mail or text message when there is a pending scheduling change.

5. At its own expense and with the prior written consent of RIVER HOUSE, OAA may furnish and decorate the Waterfall and alcove spaces. Changes in the space will be designated to create a friendly area consistent with RIVER HOUSE requirements.

6. The monthly rental payment shall cover the cost of normal cleaning and maintenance services that are conducted by RIVER HOUSE and its contractors related to basic property upkeep.

7. RIVER HOUSE agrees to maintain health and safety documentation demonstrating compliance with requirements by local fire and health departments. OAA agrees to cooperate with and assist as needed so that RIVER HOUSE may obtain and maintain compliance.

8. OAA may install a sign or signs reasonably acceptable to RIVER HOUSE on the front of the building or near the driveway entrance as appropriate to guide clients and volunteers to the space occupied by OAA. Such signs shall be removed at the termination of this Agreement.

9. OAA shall keep the space occupied by OAA in a clean, sanitary, neat and presentable condition. OAA shall deliver to RIVER HOUSE possession of the space occupied by OAA upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the commencement date, subject to reasonable wear and tear. In the event of substantial damage to, or destruction of, the room, alcove and other areas above mentioned or the building by fire or other casualty, either party may terminate this Agreement.

10. RIVER HOUSE’s staff may enter the room and alcove during normal business hours upon reasonable notice to OAA provided they comply with Covid-19 requirements. RIVER HOUSE may enter the room and alcove in order to make such repairs to the building that RIVER HOUSE may deem necessary.

11. Both entities agree not to recruit or employ staff that has terminated from the partner organization for a minimum period of six month from the date of separation.

12. If OAA desires to end this Agreement prior to June 30, 2022, it agrees to give two months written notice in advance, to the attention of Executive Director of RIVER HOUSE.
13. OAA agrees that its use of the Waterfall and the Quiet Room and other areas above mentioned (the "Premises") will be conducted in a manner consistent with the values of RIVER HOUSE and that it shall comply with RIVER HOUSE rules.

14. OAA shall comply with all federal, state, and local laws with regard to its use of the Premises.

15. All checks should be payable to RIVER HOUSE ADULT DAY CENTER and sent to: RIVER HOUSE ADULT DAY CENTER, attention Executive Director, 125 River Road Extension, Cos Cob, Connecticut 06807.

16. INDEMNITY. OAA shall indemnify, defend and save RIVER HOUSE and the Town of Greenwich (the “Town”) harmless from and against all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, which RIVER HOUSE may incur, or for which RIVER HOUSE may be liable to the Town, including reasonable attorneys' fees, paid, suffered or incurred as a result of (i) any breach by OAA, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees, of any covenant or condition of this Agreement; or (ii) any negligence or willful act of OAA, its officers, agents, contractors, employees, tenants, lessees, licensees or invitees; or (iii) the use and occupancy of the Premises by OAA, its officers, agents, employees, tenants, lessees, licensees or invitees which are the subject matter of any indemnity or hold harmless of RIVER HOUSE to the Town under the Lease between RIVER HOUSE and the Town.

17. OAA’S INSURANCE. OAA shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by RIVER HOUSE under Section 9 of the Lease between the RIVER HOUSE and the Town. All policies shall name RIVER HOUSE and the Town as an additional insured and shall contain appropriate loss payee provisions in favor of RIVER HOUSE and the Town. All policies shall be primary and non-contributory. To the extent the Lease between RIVER HOUSE and the Town requires RIVER HOUSE to insure leasehold improvements or alterations, then OAA shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by OAA. OAA shall furnish to RIVER HOUSE a certificate of OAA’s insurance required hereunder not later than ten (10) days prior to OAA’s taking possession of the Premises. OAA hereby waives claims against the Town and RIVER HOUSE for property damage to the Premises or its contents if and to the extent that RIVER HOUSE waives such claims against the Town. OAA agrees to obtain, for the benefit of the Town and RIVER HOUSE, such waivers of subrogation rights from its insurer as are required of RIVER HOUSE under its Lease with the Town.

18. ASSIGNMENT OR SUBLETTING. OAA shall not without the consent of RIVER HOUSE and the Town (i) assign, convey or mortgage this Agreement or any interest under it; (ii) allow any transfer thereof or any lien upon OAA’s interest by operation of law; (iii) further sublet the Premises or any part thereof; or (iv) permit the occupancy of the Premises or any part thereof by anyone other than OAA. Any cost of obtaining the Town’s consent shall be borne by OAA. No permitted assignment shall be effective, and no permitted sublease shall commence unless and until any default by OAA hereunder shall have been cured. No permitted assignment or subletting shall relieve OAA from OAA’s obligations and agreements hereunder and OAA shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.
19. ENCUMBERING TITLE. OAA shall not do any act which shall in any way encumber the title of the Town in and to the building or the property upon which the building is located (the “Property”), nor shall the interest or estate of the Town or RIVER HOUSE be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by OAA, or by reason of any other act or omission of OAA. Any claim to, or lien upon, the Premises, the building or the Property arising from any act or omission of OAA shall accrue only against the sublease hold estate of OAA and shall be subject and subordinate to the paramount title and rights of the Town in and to the building and the Property and the interest of RIVER HOUSE in the premises leased pursuant to its Lease with the Town. Without limiting the generality of the foregoing, OAA shall not permit the Premises, the building or the Property to become subject to any mechanics’, laborers’ or materialmen’s lien on account of labor or material furnished to OAA or claimed to have been furnished to OAA in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, OAA.

IN WITNESS WHEREOF:

Date: 

Lessee: OPEN ARTS ALLIANCE

By: Rocco Natale, Executive Director 

16 Fletcher Avenue
Greenwich, CT 06831
(203) 912-4880 / e-mail rocco.natale@gmail.com

Lessor: RIVER HOUSE ADULT DAY CENTER

By: Donna Spellman, Executive Director 

125 River Road Extension
Cos Cob, CT 06807
203-622-0079/ e-mail dspellman@theriverhouse.o