1. Selectmen_Agenda_2020_4_9

   Documents:

   SELECTMEN_AGENDA_2020_4_9.PDF

1.I. Selectmen_Agenda_Packet_2020_4_9

   Documents:

   SELECTMEN_AGENDA_PACKET_2020_4_9.PDF
Board of Selectmen Virtual Meeting
Thursday, April 9, 2020
11:30 a.m.
AGENDA
Join Zoom Meeting
https://zoom.us/j/248575604?pwd=WVhDcHB0ODJvOHJSMk4xWUJwbHllZz09
Password: 396473
Dial-in: 646 518 9805
Webinar ID: 248 575 604
Password: 396473

1. Welcome and Pledge of Allegiance

2. Approval of Minutes

3. First Selectman’s Updates – Fred Camillo

4. Selectmen’s Updates – Selectwomen Lauren Rabin and Jill Oberlander

5. Old Business
   a. Proposed Charter and code change regarding Riversville Road parking pattern – Deputy Police Chief Mark Marino.

6. New Business
   a. Request for Municipal Improvement Status for Glenville Road Corridor Traffic Optimization and Intersection Improvements – Deputy Public Works Commissioner James Michel.
   b. Cell tower lease between Town of Greenwich and Verizon. – Assistant Town Attorney Aamina Ahmad.
   c. Resolution to delay tax payments and the imposition of late payment penalties.
   d. Request for Municipal Improvement Status for Cardinal Stadium – Russell Davidson for the Board of Education.
   e. Implementation of Tipping Fees – Town Administrator Ben Branyan.
7. **Appointments and Nominations**

8. **Executive Session**
   
a. Executive Session to discuss pending litigation and/or settlement of claims and/or to interview candidates for boards or commissions.

9. **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 alan.barry@greenwichct.org.
Board of Selectmen Virtual Meeting
Thursday, April 9, 2020
11:30 a.m.
AGENDA
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https://zoom.us/j/248575604?pwd=WVhDcHB0ODJvOHJSMk4xWUJwbHlIZz09
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"The Town of Greenwich is Dedicated to Diversity and Equal Employment Opportunity"
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"The Town of Greenwich is Dedicated to Diversity and Equal Employment Opportunity"
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 via telephone conference call
   c. Select-person Jill Oberlander - Present

2. Approval of Minutes

   a. Board of Selectmen meeting on Feb. 27, 2020.

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

3. First Selectman’s Updates

Mr. Camillo provided updates on a variety of issues.

4. Selectmen’s Updates

Selectwomen Oberlander and Rabin provided updates on activities they are involved with.

5. Old Business

   a. Proposed Charter and code change regarding Riversville Road parking pattern – Deputy Police Chief Mark Marino.

       No action was taken on this item.

6. New Business

   a. Request for detours on Havemeyer Lane and Laddins Rock Road. – Salvatore Longo of Tata & Howard, for Aquarion.
Upon a motion by Ms. Rabin that was seconded by Mr. Camillo, the detours were approved unanimously.

b. Request for detour on Farms Road - Salvatore Longo of Tata & Howard, for Aquarion.

Upon a motion by Ms. Rabin that was seconded by Mr. Camillo, the detours were approved unanimously.

c. Fairfield County Hazardous Incident Response Team Interlocal Agreement – Assistant Town Attorney Aamina Ahmad and Assistant Fire Chief Robert Kick.

Upon a motion by Ms. Oberlander that was seconded by Ms. Rabin, the agreement was approved unanimously.

d. Endorsement of Western Council of Governments grant applications – First Selectman Camillo.

No action was taken pending further information.

7. Appointments and Nominations

There were none.

8. Adjournment

At 11:08 a.m., Ms. Oberlander made a motion to adjourn. Upon a second by Ms. Rabin, the motion was approved unanimously.

The next regularly scheduled Board meeting is March 19, 2020 at 10 a.m. in the Town Hall Meeting Room.

___________________________
Fred Camillo, First Selectman

___________________________
Prepared by Barbara A. Heins,
Recording Secretary
To: Barbara Heins  
Executive Assistant to First Selectman Fred Camillo

From: Mark Marino  
Deputy Chief of Police

Re: REVISED Parking Change Plan – Riversville Road

Date: March 12, 2020

After hearing concerns from residents and business owners in this area, DPW Engineering and the Department of Parking Services have revised the original plan. After having conversations with many who had voiced their concerns, I am confident that the revised plan (attached) will meet the needs of the Town and still maintain adequate on street parking in the affected area.
TOWN OF GREENWICH
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

RIVERSVILLE ROAD PARKING AND SIGHT DISTANCE REVIEW
TOWN PROJECT NO. 15-18

Prepared by the Engineering Division of the Department of Public Works
March 4, 2020
# TABLE OF CONTENTS

- **Background** ........................................................................................................... 3
- **Existing Conditions** ............................................................................................... 3
  - Driveway at 11 Riversville Road ........................................................................... 3
  - Existing Parking Conditions (per signage and usage) ......................................... 4
  - Existing Parking Ordinance .................................................................................. 4
- **Issues** ..................................................................................................................... 8
- **Recommendations** .................................................................................................. 8
- **Figure 1 – Existing Signage and Parking** ............................................................. 5
- **Figure 2 – Existing Ordinance** ............................................................................. 6
- **Figure 3 – Recommendation** ................................................................................ 8
- **Appendix A - Proposed Striping and Signage Plan** ........................................... 9
- **Appendix B- Amendment to Traffic Ordinance** ..................................................... 11
Background:

This office has reviewed the following concerns related to Riversville Road, specifically between Glenville Road and the driveway of Glenville Elementary School:

- Sight distance from driveway at 11 Riversville Road
- Existing Parking Conditions (per signage and usage)
- Existing Parking Ordinance

Existing Conditions:

*Driveway at 11 Riversville Road*

Inquiries were received by the owner of this parcel, which originated the review of the existing conditions. The home at this address is a new construction with an approved highway permit issued for the new driveway in June of 2016 (Permit No. 201500364).

On page 3 of this approval, a comment made by the Engineering Division notes:

"Parking is currently permitted up to a point just south of the proposed driveway. There is a "No Parking Beyond This Sign" sign located to the south of the proposed driveway. The applicant needs to contact the Department of Parking Services to determine if the sign should be relocated further south, should the driveway be approved."

On page 4 of this approval, a comment made by the Engineering Division notes:

"We recommend that the following be made Conditions of the Highway Permit once issued:

1. Note: Sight distances at driveway shall conform to the minimum as required by the Town Roadway Design Manual. Since Riversville Road is an Arterial road, the required sight distance is 400’. As a condition of the Highway Permit, the Applicant shall be required to address the following:
   a. Remove any vegetation or ledge rock needed to clear the sight line to the North of the proposed driveway to achieve the required sight distance of 400’.
   b. The "No Parking Beyond Sign" shall be relocated to the South to obtain the maximum sight distance and the necessary number of parking spaces. The sign will be relocated by the Highway Division."
**Existing Parking Conditions (per signage and usage)**

The area of concern is a mixed-use zone consisting of commercial businesses and minor residential. Currently, it is noted that parking occurs throughout the day as shown in Figure 1 with a:

- Green line depicting unregulated parking
- Purple line depicting where parking is allowed (by signage) for 15 minutes anytime except for 7am - 9am Monday - Friday
- Blue line depicting where parking is allowed (by signage) anytime except for 7am - 9am Monday - Friday

The existing signage is also shown in Figure 1.

**Existing Parking Ordinance**

The existing parking ordinance notes the following for Riversville Road under Schedule I – Parking Prohibited:

- East side from a point 90 feet north of Glenville Road extending northerly to Bedford Road.
- West side from a point 260 feet north of Glenville Street extending northerly to Bedford Road.

The existing parking ordinance notes the following for Riversville Road under Schedule IIB – Fifteen-Minute Parking: Timed:

- East side, from Glenville Road northerly for a distance of 90 feet.

Figure 2 shows parking depicted per the existing ordinance.
Issues:

The unregulated parking area, shown in green on Figure 1, between Parcel Nos. 24 and 36 is not reflected in the current ordinance.

The unregulated parking shown in green on Figure 1, in front of Parcel No. 9 is creating a restricted sight distance issue for Parcel No. 11.

The parking permitted as shown in purple, on Figure 1, at the south east corner is within the radius of the intersection. For roadways with a speed limit of 35 to 45 mph, it is recommended by the Federal Highway Administration (FHWA) that parking be restricted to 50 feet from the crosswalk.

Although the existing signage, as shown in Figure 1, is consistent with existing parking conditions, it is in conflict with the existing parking ordinance. Based on the ordinance, parking is prohibited on both sides except for the south east corner for 90-feet for 15 minutes. There is a gap in the ordinance between the southwest corner and the corner of Building No. 12.

Recommendation:

It is recommended that the ordinance be changed to reflect the usage between Parcel Nos. 24 and 36. In order to improve the sight distance from the now existing driveway, it is recommended that the parking on the east side of Riversville Road be signed for “No Parking This Side of Street”. Further, while taking into consideration the need for on street parking, future improvements related to the CMAQ project and existing roadway widths, it is recommended that unregulated parking be permitted on the west side of Riversville Road between Parcel No. 12 and 14B with a total of 11 parking spots and that the parking between Parcel Nos. 24 and 36 remain unchanged. It is recommended that the proposed 5 (out of the 11) parking spots directly in front of Parcel No. 12 and 14 have no parking allowed between 7 am and 9 am Monday through Friday to accommodate the heavy traffic volumes during the am peak.

This will require new signage, roadway re-striping and the addition of an edge line on the east side of the roadway. See Figure 3 for location and the Proposed Striping and Signage Plan in Appendix A. To accommodate the shift in parking, the northbound lane would be reduced to 12’ wide, with southbound being 20’ wide (12’ travel lane with 8’ parking). The above recommendation is reflected in the attached Amendment to the Traffic Ordinance in Appendix B.
Appendix A

Proposed Striping and Signage Plan
Appendix B

Amendment to Traffic Ordinance
BE IT ORDAINED AND RESOLVED this day of , 20
by the BOARD OF SELECTMEN of the Town of Greenwich, acting as the TRAFFIC
AUTHORITY thereof, under and pursuant to authority conferred by the General Statutes of the
State of Connecticut, the Special Acts relating to the Town of Greenwich, and an ordinance
adopted by the Representatives Town Meeting on April 14, 1952.

That the “TRAFFIC ORDINANCE” adopted on April 28, 1953 is hereby amended as follows:

Schedule I
Parking Prohibited

Riversville Road

Delete: 1. East side from a point 90 feet north of Glenville Road extending northerly to Bedford Road.
          West side from a point 260 feet north of Glenville Street extending northerly to Bedford Road.

Add:  2. East side from a Glenville Road extending northerly to Bedford Road.
         West side from Glenville Street extending to a point 170 feet north; and
         from a point 1,000 feet north of Glenville Street extending northerly to Bedford Road.

Schedule II
Limited Parking

Add:  4. Riversville Road
         West side, from a point 170 feet north of Glenville Street extending for approximately 140 feet, no parking between the hours of 7:00 a.m. and 9:00 a.m., Monday through Friday.

Schedule IIB
Fifteen-Minute Parking: Timed

Riversville Road

Delete: 3. East side, from Glenville Road northerly for a distance of 90 feet.

Amendment #
That this amendment shall take effect forthwith.

--------------------------------------------------
Fred Camillo  
First Selectman  

--------------------------------------------------
Lauren Rabin  
Selectwoman  

--------------------------------------------------
Jill Oberlander  
Selectperson  

Amendment #
TO: Board of Selectmen

FROM: James W. Michel, P.E., Deputy Commissioner

DATE: March 12, 2020

RE: Agenda Item for March 19th Meeting
Municipal Improvement (MI) Status Approval for the Glenville Road Corridor Traffic Optimization and Intersection Improvements
Town Project No. 15-18

DPW is submitting the following project to the Board of Selectmen for MI Approval:

The Glenville Corridor begins at the signalized intersection of Glenville Street and Glen Ridge Road and continues east to include the unsignalized intersection of Glenville Street and Angelus Drive; the signalized intersection of Glenville Street, Glenville Road and Riversville Road; the unsignalized intersection of Glenville Road and Pemberwick Road; the signalized intersection of Glenville Road and Weaver Street.

The Glenville Corridor experiences heavy congestion due to commuter traffic using it as a connection from the Merritt Parkway/Hutchinson Parkway, via King Street, to central Greenwich and also from I-684 via Riversville Road. Additionally, there are two (2) private schools located on King Street and one public school located on Riversville Road that generate morning peak hour traffic through the Glenville Corridor. The location of the major unsignalized intersection at Pemberwick Road in the middle of the signalized intersections creates further congestion in the morning peak, as any vehicle attempting to turn left onto Pemberwick Road or from Pemberwick Road causes a back-up. The Glenville Corridor Average Daily Traffic (ADT) is approximately 18,000 vehicles.

The Town received $2M in grant funding to make improvements to this area. This funding is provided under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) with 100% Federal funds administered by the Connecticut Department of Transportation. The Town has selected Milone and MacBroom, Inc. for the design of this project.

The goal of this project is to optimize the existing signals through coordination and improve the vehicle detection at each intersection, so the signals are responsive to the traffic demands. The secondary goal is to make geometric improvements to the Glenville Road/Pemberwick Road intersection to alleviate queuing associated with that location. These improvements would create better traffic flow by reducing vehicle delay and improving travel times along the corridor. This in turn will decrease idling times at red lights and ultimately minimize congestion along the corridor. As part of this project, full replacement of some signal equipment (mast arms, foundations etc.) would be necessary to meet current Federal standards.

The Town has hosted three Public Meetings related to this project, with the first two being workshops to collect input from the public and the third being a presentation of the preliminary concept developed as a
result of the first two meetings. Enclosed is a copy of the presentation from the 3rd Public Meeting showing a schematic of the Preliminary Design and anticipated costs. The Department of Public Works is hereby requesting Municipal Improvement Approval from the Board of Selectmen before proceeding with the final design.

enclosure

cc:  Amy Siebert, Commissioner of Public Works
     Katie DeLuca, Director of Planning and Zoning
     Peter Kurpeawski, Acting Highway Superintendent
     Mark Marino, Deputy Chief of Police, GPD
     Sgt. Pat Smyth, Police Department: Traffic Section
GLENVILLE ROAD CORRIDOR TRAFFIC SIGNAL OPTIMIZATION AND INTERSECTION IMPROVEMENTS

Town Project 15-18
State Project 056-315

Public Informational Meeting#3

September 25, 2019
GLENVILLE ROAD PROJECT CORRIDOR

- Urban minor arterial
- 9,800 Average Daily Traffic
- 1,500 linear feet
- 25 mph speed limit
CORRIDOR ISSUES

- Congestion
- Safety
- Roadway Geometry/Sightlines
- Pedestrian & Bicycle Accommodations
- Parking
- Access Management
PROJECT GOALS

- Optimize Traffic Operations
- Geometric Improvements
- Enhance Bike - Ped Accommodations
- Improve Safety
PROGRESS TO DATE

- Walk Audit & Public Information Meeting 1
  - March 20, 2019
  - Corridor Issues and Opportunities

- Corridor Analysis
  - Data collection (traffic, safety)
  - Existing & Future (2029) traffic conditions

- Public Information Meeting 2
  - May 21, 2019
  - Preliminary Corridor Concepts (3)
FUTURE LOS – NO CORRIDOR IMPROVEMENTS
PRELIMINARY CORRIDOR CONCEPT – 1

Least R.O.W & Environmental Impacts
PRELIMINARY CORRIDOR CONCEPT - 2

Moderate R.O.W & Environmental Impacts
PRELIMINARY CORRIDOR CONCEPT – 3

Most R.O.W & Environmental Impacts
PRELIMINARY CORRIDOR CONCEPTS

- Concept 1 - Least R.O.W & Environmental Impacts
- Concept 2 - Moderate R.O.W & Environmental Impacts
- Concept 3 - Most R.O.W & Environmental Impacts

- ROW Impacts
- Environmental Impacts
- Construction Costs
- Traffic Level of Service
PRELIMINARY CORRIDOR CONCEPTS

Concept 1 - Least R.O.W & Environmental Impacts

Concept 2 - Moderate R.O.W & Environmental Impacts

Concept 3 - Most R.O.W & Environmental Impacts
PRELIMINARY DESIGN PLAN

LEGEND
- FULL DEPTH RECONSTRUCTED PAVEMENT
- MILL AND OVERLAY
- FULL SLOPES
- CUT SLOPES
- SIDEWALKS
- STAMPED CONCRETE
- MOUNTABLE TRUCK APRON
FUTURE LOS - PRELIMINARY DESIGN PLAN
# SCHEDULE OF OWNERS

**CMAG Glenville Road Corridor Traffic Signal Optimization and Intersection Improvements**  
Greenwich, CT  
**TOWN PROJECT NO.: 16-18**  
**STATE PROJECT NO.: 856-315**

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Owner Name</th>
<th>Property Address</th>
<th>Roadway</th>
<th>Location</th>
<th>BL Stations</th>
<th>Taking Area</th>
<th>Easement Area</th>
<th>Excess Building Area</th>
<th>Part.</th>
<th>Type of Search</th>
<th>Type of Take</th>
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<td>Corin Realty, LLC</td>
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<td>Glenville Road</td>
<td>15+75 TO 19+40 RT</td>
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<td>Partial Acquisition, Easement to Slope for Highway Purposes, Right to Install Sedimentation Control System, Right to Reconstruct or Remove Sidewalk</td>
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</table>

This is the approved “Schedule of Property Owners” being used for title search.

Prepared By: Milone and MacBroom

Approved By:

---

Taking Classes:
- **A** = Individual Area
- **B** = Building
- **C** = Residential (House)
- **D** = Vacant Land
- **E** = Temporary Easement
ENVIRONMENTAL PERMITS

- Corridor is located in Glenville NRHP District
- Historic and Archeological (Section 106)
  - Byram River Bridge and foundation remains of Episcopal Church
  - No adverse effects recommended
  - CTDOT will make application to State Historic Preservation Office (SHPO)
- Parks & Recreational Areas (Section 4F)
  - Impacts to civic center park (~900 Square Feet)
  - 2 week public comment
- Task 110 corridor screening
  - 12 high risks areas
  - Further study required
## PRELIMINARY DESIGN CONSTRUCTION COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>2019 Contract Items Totals</td>
<td>$4,812,675</td>
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<tr>
<td>Contingencies (10%±)</td>
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<td>Incidentals to Construction (25%±)</td>
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<td>2019 Project Total Construction Cost (Rounded)</td>
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Authorization for Final Design November 2019

Final Design Approval April 2020

Invitation for Bids June 2020

Construction Spring 2021
QUESTIONS/COMMENTS
TO: Fred Camillo, First Selectman
     Lauren Rabin, Selectwoman
     Jill K. Oberlander, Select-person

FROM: Aamina Ahmad, Assistant Town Attorney

DATE: April 2, 2020

RE: Lease Between The Town And Cellco Partnership d/b/a Verizon
     Griffith E. Harris Golf Course

Enclosed for your review is a proposed lease between the Town and Cellco Partnership d/b/a Verizon, together with a lease summary.

Cellco Partnership d/b/a Verizon Wireless has requested that the Town renew its lease at 1323 King Street. The lease permits Verizon the right to co-locate on the existing cell tower with New Cingular Wireless (“AT&T”) and the Town's emergency communications system. Verizon had originally entered into a lease with the Town in March 1993. The initial term of the lease expired on February 28, 2013, followed by Verizon's exercise of its option to renew for one (1) additional five (5) year term.

The current lease term is for an initial period of five (5) years with a retroactive commencement date of March 1, 2018. The lease provides for two (2) 5-year renewals. The initial annual rent, effective March 1, 2018, is $78,792.00, with an annual rent escalation of 3%. The current annual rent as of March 1, 2020 is $83,595.00. Verizon will make a retroactive payment to the Town in the amount of $159,950.00 for the period of March 1, 2018 to February 29, 2020.

The insurance requirements included within the lease have been reviewed and are in compliance with Town requirements.

cc: Ben Branyan, Town Administrator
    Joseph Siciliano, Director – Department of Parks & Recreation
    Vincent Marino, Town Attorney
Summary of Key Terms – Verizon Lease

Effective Date of Lease: upon Town execution

Commencement Date: March 1, 2018 (retroactive rent applicable)

Initial Term: 5 years

Renewal Terms: two (2) 5-year renewals (automatic renewal unless 60-day advance notice by Lessee)

Total Term: 15 years (expires February 28, 2033)

Staring Annual Rent effective 3/1/2018: $78,792

Current Annual Rent as of 3/1/20: $83,592 ($6,966 per month)

Note: it will take a month or two to start recurring rent payments. The Town should expect retroactive rent for March onward once the rent payments start.

Annual Rent Escalation: 3%

Rent Guarantee period: 5 years (no termination for convenience by Lessee in Initial Term)

Termination Fee: After Initial Term = 12 months rent

Retroactive Rent to Town: $159,950 (period 3/1/2018 to 2/29/2020) due 60 days from Effective Date

Administrative Fee to Town (Signing Bonus): $9,000 due 45 days from Effective Date

Exhibits Included:

A – The Property (Town’s Property Description)

B – The Premises (Updated drawing of Lessee’s Premises)

C - Lessee’s Facilities (Equipment allowance), Note: Tenant Event Fee Schedule included

D – Sample Certificate of Insurance (No attachment – Accord Form Accepted)

E – Insurance Indorsement Letter

F – Notice to Proceed (NTP) Form (used for future modification work)
LEASE

Between

TOWN OF GREENWICH

and

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

This Lease, made this __________ day of __________, 2020, (the “Effective Date”), between the TOWN OF GREENWICH (the “LESSOR”), 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 Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

1. **PREMISES**

   In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment (“Lessee’s Facilities”) on LESSOR’s existing tower (“Tower”) and the ground space below located at 1323 King Street, Greenwich, Connecticut (the "Property"). The Property is legally described on Exhibit “A” attached hereto and made a part hereof. LESSEE’s Facilities, as defined in Exhibit C attached hereto, will be installed on the Tower at a centerline of 98 feet above
ground level and will also include approximately 840 square feet of ground space to be
used by LESSEE within LESSOR's existing fenced compound at the base of the Tower
(collectively the "Premises"). The Premises are shown in detail on Exhibit "B" attached
hereto and made a part hereof. Notwithstanding anything to the contrary, the Premises
shall include: (1) such additional space necessary for the installation, operation and
maintenance of wires, cables, conduits and pipes running between and among the
various portion of the Premises and to all necessary electrical, telephone, gas (including
a propane tank), fiber and other similar support services located within the Property or
the nearest public right of way; (2) such additional space sufficient for LESSEE's radio
frequency signage and/or barricades as are necessary to ensure LESSEE's compliance
with Laws.

2. **TERM**

   (a) The initial term of this Lease shall be for Five (5) years ("Initial Term").

   Despite the Effective Date hereof, the Parties acknowledge and agree that the Initial Term
   began on March 1, 2018 ("Commencement Date").

   (b) Upon Commencement of this Lease, the parties agree that the existing
   Agreement between LESSOR and LESSEE (and LESSEE's predecessor in interest
   Metro Mobile CTS of Fairfield County, Inc.) dated March 17, 1993 (Contract Number
   3989) shall terminate and be replaced by this Lease.

   (c) This Lease shall be automatically extended for two (2) additional five (5)
   year term (a "Renewal Term") unless the LESSEE terminates the Lease at the end of the
   Initial Term by giving LESSOR written notice of the intent to terminate at least sixty (60)
   days prior to the end of the Initial Term.
3. CONSIDERATION

A. Rent:

Rental payments shall begin on the Commencement Date and be due at a total annual rental of Seventy-eight thousand seven hundred ninety-two dollars ($78,792.00) - to be paid in equal monthly installments on the first day of each month, in advance, to LESSOR at Griffith E. Harris Golf Course, 1323 King Street, Greenwich, CT 06831 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. LESSEE acknowledges and agrees that LESSEE shall pay Rent due to LESSOR for the period of March 1, 2018 through February 29, 2020 in a lump sum amount of One Hundred Fifty-nine Thousand Nine Hundred Fifty Dollars ($159,950.00), which shall be due on the Effective Date and payable within sixty (60) days of the Effective Date. Commencing on March 1, 2020, the monthly rent shall be Six Thousand Nine Hundred Sixty-six Dollars ($6,966.00) per month. Annual Rent shall increase by Three Percent (3%) per year on each anniversary of the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

For any party to whom rental payments are to be made, LESSOR hereby agrees to provide to LESSEE a completed, current version of Internal Revenue Service Form W-9, or equivalent.
Rent that is late beyond fifteen (15) days shall accrue interest at an annual interest rate of 18% compounded monthly from the due date.

B. **Administrative Fee**

LESSEE Agrees to pay LESSOR a one-time administrative fee of nine thousand dollars ($9,000.00) within forty-five (45) days of the Effective Date.

C. **Real Property and Personal Property Taxes**

LESSEE shall be solely responsible for and shall pay all personal property taxes assessed by the Town of Greenwich or other taxing authority on any personal property owned, operated or maintained by LESSEE on the Premises. LESSEE shall also pay a proportionate share of any real estate taxes imposed on the Premises. LESSEE’s proportionate share of such real estate taxes shall be a percentage of the total taxes wherein the numerator is one (1) and the denominator is the total number of major wireless carriers (including LESSEE) using the Tower. LESSEE shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against Premises and/or Lessee’s Facilities by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as LESSEE may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of LESSOR, LESSEE, or both, with respect to the valuation of the Lessee’s Facilities on the Property. LESSOR shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by LESSEE and any refunds or rebates secured as a
result of LESSEE's action shall belong to LESSEE.

D. **Utility Costs**

LESSEE shall be solely responsible for and shall pay all charges for any and all utilities used or consumed by it on the Premises including, but not limited to, electricity, telephone, and/or water.

E. **Maintenance Costs**

LESSEE shall be solely responsible for and shall pay all costs and expenses required to maintain the Premises in good operating condition and repair throughout the Lease term, including any permits and costs to remove bird nests on the portion of the Tower occupied by LESSEE, as well as the generator, the equipment shelter, all mechanical equipment, systems, devices, controls, conduits, cables, utility lines, antennae and other systems and appurtenances installed by LESSEE on the Premises. LESSEE shall make all mechanical, electrical, structural and non-structural repairs required to maintain the Premises in good order and repair. All work described in this section shall be done promptly by LESSEE at its sole cost and expense to the reasonable satisfaction of the LESSOR.

F. **Alterations and Improvements**

LESSEE may undertake and complete, at its sole cost and expense, alterations and improvements to the Premises to the extent necessary for the maintenance and repair of Lessee’s Facilities, provided that all such improvements to or alterations of the Premises may be made in accordance with Exhibit C with the prior written approval of LESSOR. Prior written approval shall not be necessary when LESSEE switches out equipment such as radios, etc. within the equipment shelter.
Any alterations and improvements made by the LESSEE shall in no way reduce or
in any other way adversely affect the area being utilized by LESSOR in the equipment
shelter. The parties acknowledge that there is currently a generator located in a separate
area within the equipment shelter which is currently used by both LESSOR and LESSEE
for the provision of emergency power. LESSEE shall be responsible for repair,
replacement, maintenance and operation of the generator, at LESSEE's sole cost and
expense, and LESSEE shall ensure that the generator remains available to both parties
for such use during the Term. The Parties also acknowledge that LESSEE is currently
responsible for provision of utilities and HVAC service to the equipment shelter, and that
LESSEE shall continue to provide such services, at LESSEE's sole cost and expense;
provided, however, that LESSEE shall not be responsible for providing increased levels
of such services if LESSOR's use of the equipment shelter changes during the Term.
LESSOR reserves the right to add additional or redundant systems to the portion of the
equipment shelter in use by the LESSOR at LESSOR's sole expense.

LESSEE acknowledges and agrees that LESSOR shall have the right to replace
the Tower at LESSOR's sole discretion. Such replacement shall be at LESSOR's sole
cost and expense, except that LESSEE shall be responsible for all costs to relocate
Lessee's Facilities to the new Tower. To the extent available, in LESSOR's sole
discretion, LESSEE may relocate to a higher tower position. LESSOR shall notify
LESSEE of LESSOR's intention to replace the Tower at least one hundred eighty (180)
days prior to such replacement. LESSEE shall relocate Lessee's Facilities within thirty
(30) days of notice from LESSOR that the Tower has been completed and is ready for
LESSEE'S relocation, provided that if the location offered to LESSEE does not permit
LESSEE to provide substantially the same level of service as existed prior to such relocation, LESSEE may terminate this Agreement upon thirty (30) days written notice to LESSOR. LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR’s premises during construction activities associated with Tower replacement, in a location mutually agreeable to LESSOR and LESSEE in their reasonable discretion, such that LESSEE’s service will not be interrupted as a result of such Tower replacement.

4. **USE OF PREMISES; NON-INTERFERENCE; PERFORMANCE OF WORK; ACCESS**

LESSEE shall use the Premises only for purposes of constructing, maintaining and operating communications equipment, antennae and uses incidental thereto, together with all necessary connecting conduits, appurtenances and equipment. All improvements shall be at LESSEE’s sole cost and expense.

LESSEE shall keep fully informed and shall comply with all applicable existing and future Federal, State, and local laws ordinances, rules, and regulations relating to its use of the Premises.

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 LESSEE as the agent or representative of LESSOR for any purpose, or in any manner whatsoever.

A. **Non-Interference.**

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR’s equipment or to any other equipment existing on the Property. LESSOR agrees that LESSOR and other
occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE’S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (203-622-6472 Office of the Director of Parks and Recreation), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

The LESSEE warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by LESSOR, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

B. Performance of Work.

Prior to installing LESSEE’s Facilities at the Premises, or modifying any equipment or making any changes (“LESSEE’s Changes”) to its installation (other than within LESSEE’s equipment shelter permitted in accordance with this Lease), LESSEE shall comply with the following covenants and conditions:

(a) LESSEE shall submit to LESSOR detailed plans (“Plans”) and
specifications accurately describing all aspects of the proposed work to be performed including, without limitation, weight and wind load requirements and power supply requirements. The Plans shall be subject to LESSOR's approval, which shall not be unreasonably withheld or delayed; provided, however, that any material change increasing tower loading or ground space will require an increase of the annual rental hereunder. LESSOR shall grant approval of the Plans or state any written objections to same within thirty (30) days after receipt of the Plans; provided, however, if LESSOR fails to approve or state any written objections to the Plans within said thirty (30) day period, LESSEE shall send a second notice to LESSOR and, in the event that LESSOR does not approve or state any written objections to the Plans within fifteen (15) day of such second notice, the Plans shall be deemed approved by LESSOR.

(b) Upon review and approval of LESSEE's Plans as set forth in Section 4B(a) above, as well as LESSEE's compliance, to LESSOR's reasonable satisfaction, with the Notice to Proceed (NTP) Requirements set forth in Exhibit F, annexed hereto and made a part hereof, LESSOR shall notify LESSEE in writing that it is authorized to proceed with the installation of LESSEE's Changes. LESSEE shall notify LESSOR by telephone or email, at least three (3) business days prior to installing LESSEE's Changes at the Premises.

(c) LESSEE shall install its facility in compliance with the Plans and any Governmental Approvals.

(d) LESSEE shall install its facility at LESSEE's sole cost and expense (including, but not limited, to any structural analysis or structural modifications) and LESSEE shall pay all invoices of labor and materialmen in a timely manner to prevent the
imposition of any liens on the Property or the Tower. LESSEE shall use reasonable efforts to identify its facility by permanent labels or tags and to permanently identify its coaxial cable at the top and bottom and shall use reasonable efforts to request a written waiver from any contractor, subcontractor, laborer or materialman performing any work in connection with LESSEE's installation at the Premises of all rights under state material and mechanic lien laws or other applicable laws to impose a lien on any of LESSOR's property.

(e) In no event shall LESSEE install or cause to be installed any additional utilities not shown on the Plans, without the prior consent of LESSOR, which shall not be unreasonably withheld or delayed.

(f) All work in connection with LESSEE's installation may be performed by contractors approved by the LESSOR, which approval shall not be unreasonably withheld or delayed, with worker's compensation and general liability insurance certificates on file with LESSOR naming LESSOR as an additional insured and otherwise satisfying the coverage requirements described in Section 8 below. Notwithstanding the foregoing, LESSOR reserves the right, in its reasonable discretion, to refuse to permit any person or company to climb the Tower. LESSEE shall be solely responsible and liable to LESSOR for LESSEE's failure to obtain or deliver to LESSOR the required insurance certificates from LESSEE's approved contractor.

(g) LESSEE agrees to comply with the reasonable directions and requirements which LESSOR, in its reasonable discretion, may from time to time establish in connection with the Tower and the Property, provided that such directions and requirements are applied to all other users of the Tower and/or the Property and/or do not interfere with
LESSEE's ordinary course of business or operations and/or do not impose any additional obligations (financial or otherwise) on LESSEE.

(h) LESSEE acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), LESSOR may request that LESSEE temporarily reduce operating power or temporarily cease operation of its antennas only to the extent that it is necessary to prevent the overexposure of workers on the Tower to RF emissions in violation of the FCC regulations.

(i) Within forty-five (45) days after completion of LESSEE’s Change’s at the Premises, LESSEE shall provide LESSOR with all close-out items (including as-built drawings) in accordance with the Notice to Proceed (NTP) Requirements.

(j) LESSEE shall defend, indemnify and hold LESSOR, its agents, officers, employees, representatives and contractors harmless from and against any damages or injuries caused as a result of LESSEE’s Changes.

C. Access

LESSOR hereby grants LESSEE access to the Premises over, under and across all existing driveways, walkways, and similar accessways located on the Property which provide access to the compound area including the Premises (“Access”) twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Tower. The foregoing notwithstanding, LESSEE shall follow the following procedures accessing the Premises: (i) unless an emergency condition exists, all access shall be on reasonable notice to LESSOR (no less than twenty-four (24) hours not including holidays or weekends); (ii) LESSEE shall take commercially reasonable precautions to avoid damage to the Property; and (iii) LESSEE
shall promptly repair, to the LESSOR's reasonable satisfaction, any damage caused as a result of any such access. The Access rights, restrictions and liability clauses granted herein shall automatically extend to all of LESSEE's agents, representatives, contractors, invitees and vendors.

5. **CONDITION OF PREMISES**

   It is expressly agreed between LESSOR and LESSEE that LESSEE has examined the Premises and accepts the Premises in their present condition, and that the Premises are leased from LESSOR "as is" and as standing at the time the Lease is executed, and that LESSOR has made no representations whatsoever as to the present condition of the Premises, including latent defects, except as conditioned in this Lease. Notwithstanding the above, LESSOR covenants to keep the Tower and all structural elements of the Premises: (i) in good repair in keeping with industry standards; and (ii) in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, now in effect or which may hereafter come into effect including but not limited to all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

6. **MAINTENANCE OF PREMISES**

   LESSEE, at its own cost and expense, shall maintain the leased Premises in good repair 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 LESSEE agrees to commit no waste or injury to the Premises nor make any use of it except as provided in
this Lease.

LESSEE shall maintain all of LESSEE's mechanical equipment, systems, devices, controls and appurtenances in good operating condition, and replace the same as may be necessary from time to time. All work described in this paragraph shall be done promptly by LESSEE at its sole cost and expense to the reasonable satisfaction of LESSOR.

7. **IMPROVEMENTS AND ALTERATIONS**

LESSEE during the term of this Lease, shall have the privilege of making alterations and improvements to the Premises to the extent necessary for construction, maintenance and repair of Lessee’s Facilities, provided that no such improvements to or alterations of the Premises shall be made without the prior written approval of LESSOR’S Commissioner of Public Works and Director of Parks and Recreation, and without obtaining all building permits and other regulatory or administrative approvals, as or if required prior to the commencement of any construction and such inspections and certificates of occupancy as are normally incidental to the progress and satisfactory conclusion of the same.

All improvements or alterations shall be made by LESSEE at its own cost and expense and shall be made in accordance with and conform to all applicable laws, ordinances, and regulations, as well as in accordance with the provisions of paragraph 4(B) hereof. All improvements or alterations shall be independently contracted by LESSEE, and LESSEE shall promptly pay all contractors, subcontractors and material suppliers for all work performed and materials supplied to the Premises and shall indemnify and save harmless LESSOR from any and all claims made against it by any
such contractor, subcontractor or material supplier arising out of the above-described work.

LESSEE shall not subject the Property, LESSOR’s interest in the Premises or the Tower to any mechanic’s liens or any other lien whatsoever. If any mechanic’s lien or other lien, charge or order for payment of money will be filed as a result of any act or omission of LESSEE, LESSEE shall cause such lien, charge or order to be discharged, bonded or otherwise reasonably secured within 30 days after receipt of written notice from LESSOR thereof. If LESSEE shall fail to cause the lien or encumbrance to be secured within the thirty (30) days prior, then LESSOR shall be entitled, but not obligated to, discharge or bond same. LESSEE shall indemnify and save LESSOR harmless from all liabilities and costs to the extent resulting directly from LESSEE’S failure to timely secure same.

8. **INSURANCE AND PROPERTY LOSS**

A. LESSEE shall procure and maintain, at its own expense during the term of this Lease, and shall cause all contractors or subcontractors performing work for LESSEE’s installation at the Premises prior to the commencement of any such work on behalf of LESSEE, liability and fire insurance of the types and amounts specified below insuring and protecting LESSOR as an additional insured from any and all claims for bodily injury, including accidental death, and for property damage arising out of the use of the Premises by LESSEE, its officers, agents, employees, invitees, licensees, and by its business operations, and for damage to the Premises by fire and other casualty. All policies shall list LESSOR as an additional insured and shall contain appropriate “loss payee” provisions in favor of LESSOR. 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 LESSEE and insuring LESSEE’s own personal property. LESSOR will not carry insurance on LESSEE’S personal property of or improvements to the Premises made by LESSEE, 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 LESSEE’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 LESSOR may require from time to time. Such insurance shall contain a provision including coverage for all liabilities assumed by LESSEE under this Lease and shall name LESSOR and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against LESSOR.

(3) Insurance for the benefit of LESSOR against damage to the Property 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 Property. LESSOR shall be an additional insured in such policy as loss payee as its interests may appear.
(4) Workers compensation insurance for all of LESSEE’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 One Million ($1,000,000) Dollars per accident, One Million ($1,000,000) Dollars per employee for disease and One Million ($1,000,000) Dollars policy limit for disease. The policy shall be endorsed to waive subrogation against LESSOR.

(5) 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. Such umbrella insurance will be no more restrictive than the terms provided in subparagraphs (2), (3) and (4) of this Paragraph, 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) and (4) of this Paragraph.

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

LESSER shall furnish three (3) certificates to LESSOR of each insurance policy or policies in the form attached hereto as Exhibit E upon the commencement of this Lease and thereafter within thirty (30) days prior to the expiration of each such policy. An endorsement letter in the form attached hereto as Exhibit F shall also be provided with each certificate of insurance. 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. LESSOR 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 LESSOR may carry. If LESSEE 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.

LESSEE 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 LESSOR with respect to the Premises, or which might subject LESSOR to any liability or responsibility to any person for property damage, nor shall LESSEE 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. LESSOR and its employees, agents, and officers shall not be liable for:

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

(2) any injury or damage to property or persons including without limitation LESSEE'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 the affirmative or willful act of LESSOR, 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 LESSEE’s behalf, shall be promptly repaired by LESSEE to LESSOR’s reasonable satisfaction and at LESSEE’s sole cost and expense.

9. **INDEMNIFICATION**

LESSEE shall indemnify, defend and save LESSOR harmless from and against any and all liabilities, obligations, damages, penalties, claims, losses, costs and expenses, including reasonable attorneys' fees, paid, suffered, or incurred as a result of: (i) any breach by LESSEE, its officers, agents, contractors, employees, invitees, or licensees, of any covenant or condition of this Lease; (ii) the negligence or willful acts of LESSEE, its officers, agents, employees, contractors, invitees or licensees; or (iii) the use and occupancy of the Premises by LESSEE, its officers, agents, employees, tenants, lessees, licensees or invitees; or (iv) any LESSEE Changes, alterations or improvements; except to the extent that any such liabilities, obligations, damages, penalties, claims, losses, costs and expenses are caused by LESSOR.

LESSEE 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 further indemnify and hold harmless LESSOR, its officers, employees, servants, 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 laws, ordinances, rules, and regulations, governing the use of the Premises whether committed by LESSEE or any of its officers, agents, servants, employees, invitees, or licensees.

10. **SUBLETTING AND ASSIGNMENT**

LESSEE may not sublet the demise Premises without prior written consent from LESSOR, in its sole discretion. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE’s assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. Written notice of such assignment shall be provided to LESSOR within Thirty (30) days of thereof. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. If the Premises shall be deserted or vacated, the First Selectman may declare the Lease in default, and this Lease shall expire and terminate; provided, however, that LESSOR acknowledges that the Premises are comprised of an unmanned facility and shall take no such action without prior written notice to LESSEE and commercially reasonable time respond to such notice, which time shall not be less than 90 days.

11. **INSPECTION AND EMERGENCY REPAIRS**

The LESSOR (including First Selectman, the Chief of the Greenwich Fire Department and their authorized agents) shall have the right to enter and inspect the Premises at all reasonable times upon written notice to LESSEE and coordination of the inspection with LESSEE so LESSEE can be present. LESSEE hereby agrees that LESSOR may, after written notice and an opportunity to cure, direct, during an
emergency, any repairman or company to make any immediate repairs to the Premises for matters of public safety. LESSOR shall promptly notify LESSEE of the need for such repairs. LESSOR may assess LESSEE a proportion of extraordinary maintenance and repair costs for work performed by LESSOR due to storm damage, nest removal or other damage. The proportion will be split equally among the commercial carriers on the Tower.

12. **TERMINATION**

A. **LESSOR's Right to Terminate**

After written notice and an opportunity to cure, LESSOR shall have the right to terminate this Lease upon the following terms and conditions (each a "Default"): 

(1) If LESSEE does not procure and maintain insurance as required by this Lease;

(2) If the Premises are abandoned or deserted, provided, however, that LESSOR acknowledges that the Premises are comprised of an unmanned facility and shall take no such action without prior written notice to LESSEE;

(3) If any lien, attachment or other encumbrance is lodged against the Premises by a party claiming loss, through or under LESSEE and is not discharged or bonded within thirty (30) days after written notice to LESSEE or otherwise provided for to LESSOR's reasonable satisfaction within such time; or

(4) If LESSEE fails to comply with any provision of this Lease and does not cure such Default within the thirty (30) days of the receipt of written notice thereof from LESSOR (15 days in the event of a monetary default), subject to the below.
In any of the foregoing events, this Lease and the term thereof may terminate and expire at the option of LESSOR and LESSEE shall quit and surrender the Premises as provided herein.

In the event of a Default under Subparagraph (4), if LESSEE cannot reasonably have completed such cure within 30 days but has commenced such cure and continues to diligent pursue same then LESSEE shall have such reasonable time to complete such cure. In the event of a Default by LESSEE under this Lease, LESSOR 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 LESSOR from any other remedy available at law or in equity.

B. **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 LESSEE 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, in addition to LESSEE’s annual rental obligation for the remainder of the Initial Term or Renewal Term, as applicable.

C. **Effect of Termination or Expiration on Return of the Premises**

Upon termination of the Lease, LESSOR may require LESSEE 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. At LESSOR’S option, upon termination, title to the building, generator, waveguide
bridge and related utility improvements (collectively, the "Common Facilities") will vest with LESSOR without the necessity of any further agreement or documentation.

D. **LESSOR's Performance Upon Default by LESSEE**

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

If LESSOR 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 LESSEE to LESSOR upon the rendition of any bill or statement to LESSEE therefore, together with interest thereon at a rate equal to twelve (12%) percent per annum.

Nothing herein contained shall be construed as to require LESSOR to incur any expenses or obligations on behalf of LESSEE.

E. **No Waiver**

The failure of LESSOR 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 LESSOR, shall not waive the effect of or excuse such violation or performance or any subsequent violation or performance.

No act or thing done by LESSOR 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 LESSOR.
F. LESSEE's Right to Terminate

This Agreement may be terminated, without penalty or further liability, as follows:

(a) by LESSEE upon written notice to LESSOR, if through no fault or inaction of LESSEE, LESSEE is unable to obtain, or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the operation of Lessee's Facilities as now or hereafter intended by LESSEE; or

(b) by LESSEE after the Initial Term, upon sixty (60) days prior written notice to LESSOR for any reason, so long as LESSEE pays LESSOR a termination fee equal to twelve (12) months’ Rent, at the then current rate.

(c) LESSEE, upon termination of the Lease, shall, within ninety (90) days, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE (other than the Common Facilities) and the LESSEE shall have the right to remove same whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain in the Premises after ninety (90) days after termination of this Agreement, LESSEE shall pay rent at 150% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed. Any claims relating to the condition of the Premises must be presented by LESSOR in
writing to LESSEE within thirty (30) days after LESSEE’S removal of its equipment, fixtures and all personal property from the Premises or LESSOR shall be deemed to have irrevocably waived any and all such claims.

13. **HOLDING OVER**

If LESSEE remains in possession of the Premises after the termination or expiration of this Lease then LESSEE will be deemed to be occupying the Premises on a month to month basis (the “Holdover Term”), subject to the terms and conditions of this Lease. In the event of a Holdover, LESSEE shall pay a monthly Rent of one hundred fifty percent (150%) of the monthly Rent during the last expired year of the Term. Nothing contained herein shall be deemed to allow LESSEE to Holdover.

14. **DAMAGE BY FIRE OR OTHERWISE**

If the Tower is damaged by fire or other cause to the extent which in the reasonable opinion of LESSOR renders the repair and reconstruction thereof imprudent or impractical, this Lease shall terminate and LESSEE shall surrender possession of the leased Premises to LESSOR, within a reasonable time thereafter.

However, LESSOR shall take into consideration the fire insurance policy maintained by LESSEE and shall consult with LESSEE in determining the prudence or practicality of repairing or reconstructing the Tower, it being the mutual intent of the parties to provide the Premises for use by LESSEE for the duration of this Lease, having due regard to all the provisions of this Lease, and proceeds of any policy shall be applied in the first instance to the repair or replacement of the Tower.

If it is determined by the Board of Selectmen that the Tower should be repaired or reconstructed and the proceeds of the policy are not adequate to repair or replace a
structure in accordance with the requirements of the Board of Selectmen, provided that such damage is not caused by LESSEE, LESSEE may, at its option, contribute such additional sum as may be required to repair or reconstruct the structure in conformity with such requirements.

15. **RECORDS**

LESSEE, during the term of this Lease, shall keep and maintain true and accurate records of all equipment, fixtures, personal property and structures which shall have been installed, replaced or located within the leased Premises subsequent to the execution of this Lease.

16. **NOTICES**

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

(a) To LESSOR:

Town of Greenwich  
101 Field Point Road  
Greenwich, CT 06830  
Attention: First Selectman

with copy to:

Town of Greenwich  
101 Field Point Road  
Greenwich, CT 06830  
Attention: Town Attorney

(b) To LESSEE:

Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate
17. **QUIET ENJOYMENT**

LESSEE 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 LESSEE.

18. **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.

19. **MODIFICATIONS**

No modifications 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.

20. **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.

21. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from
claims to the extent resulting from LESSEE’s violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only licensing a small portion of LESSOR’s property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, it shall immediately notify the LESSOR.

IN WITNESS WHEREOF, the parties hereto have caused to be set hereunto their respective names and seals upon the dates indicated.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TOWN OF GREENWICH

By________________________________________
Fred Camillo
Its: First Selectman

Date_____________________________________

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

By________________________________________
_________________________ - Executive Director
Its:

Date: _________________
STATE OF CONNECTICUT) 
COUNTY OF FAIRFIELD 

The foregoing instrument was acknowledged before me this day _____ of ____________, 2020 by Fred Camillo, First Selectman of the Town of Greenwich, as the duly authorized act of the Town of Greenwich.

State of Connecticut, Commissioner of the Superior Court

STATE OF MASSACHUSETTS 
COUNTY OF WINCHESTER 

The foregoing instrument was acknowledged before me this 9th day of March, 2020 by Robert Boice, who acknowledged him/herself to be the Executive Director of Cellco Partnership d/b/a Verizon Wireless and that as such Executive Director of the company executed the foregoing instrument as the duly authorized act of Cellco Partnership d/b/a Verizon Wireless.

DIANE GAZZOLA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
October 19, 2023
Commissioner of the Superior Court
EXHIBIT A

The Property

That certain parcel of real property located in the Town of Greenwich, County of Fairfield, State of Connecticut, designated as Parcel Number 10-4506 and commonly known as 1323 King Street, a portion of which property is more particularly shown on Exhibit B attached hereto.
EXHIBIT B

The Premises

EXHIBIT C

Lessees Facilities

Exhibit C to Lease
Co-location Application and Equipment Questionnaire

☑ New Co-location (Renewal Lease) ☐ New/Replacement Tower ☐ Modification

Site ID: ___________________________ Date: 1-21-2020

Carrier Site Name: Bruces CT
Carrier Site ID: 118136
Carrier Entity: Cellco Partnership
D/B/A: Verizon Wireless
Address: One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920

Approx. Install Date: N/A

Primary Contact: Attention: Network Real Estate
Company Name: Cellco Partnership d/b/a Verizon Wireless
Address: 180 Bedminster, New Jersey 07921
Site Acq: Ali Black

RF Contact: N/A
Construction Contact: N/A

Phone: n/a
Mobile: 617-875-5173
Fax: n/a
Email: mblack@saigrp.com

For Modifications, include all equipment to remain and new equipment

<table>
<thead>
<tr>
<th>Type of Service (CDMA, GSM, AWS, etc.) and Frequency Chart</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>LTE</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>CDMA</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>PCS</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>AWS</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

WEC Revision 3-2019 Lic form
# Exhibit C to Lease

Co-location Application and Equipment Questionnaire

(Expand Chart as necessary)

## Base Station Equipment

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelter or Cabinets (Qty)</td>
<td>1 Shelter</td>
</tr>
<tr>
<td>Equipment Manufacturer</td>
<td>Unknown</td>
</tr>
<tr>
<td>Lease Area Requested (W x L x H)</td>
<td>~40x20 - as shared with Police Department. See Exhibit B</td>
</tr>
<tr>
<td>Generator Lease Area (W x L x H)</td>
<td>Part of Lease Area. See Exhibit B</td>
</tr>
<tr>
<td>Fuel Type and Volume</td>
<td>Unknown</td>
</tr>
<tr>
<td>Telco Type (Fiber, T-1, M/W)</td>
<td>Fiber</td>
</tr>
<tr>
<td>Electric Volts Phase 200 Amps</td>
<td></td>
</tr>
</tbody>
</table>

## Sectors (General)

<table>
<thead>
<tr>
<th>Sectors</th>
<th>Rad. Center (Ft AGL)</th>
<th>Azimuth</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>~98'</td>
<td>~90 deg</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>~98'</td>
<td>~330 deg</td>
<td></td>
</tr>
</tbody>
</table>

(Expand Chart as necessary)

## Tower Top Equipment (List all antennas, RRU, TMAs, etc.)

<table>
<thead>
<tr>
<th>Type</th>
<th>Qty</th>
<th>Mfr.</th>
<th>Model No.</th>
<th>TX or RX</th>
<th>Size (L x W X D) (in)</th>
<th>Weight (lbs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antennas</td>
<td>4</td>
<td>Andrew</td>
<td>DB844H90E-XY</td>
<td>TX/RX</td>
<td>48x6.5x8</td>
<td>20</td>
</tr>
<tr>
<td>Antennas</td>
<td>2</td>
<td>Kathrein</td>
<td>800-10734</td>
<td>TX/RX</td>
<td>53.3x11.9x3.9</td>
<td>28.7</td>
</tr>
<tr>
<td>Antennas</td>
<td>4</td>
<td>Andrew</td>
<td>HBXX-6516DS</td>
<td>TX/RX</td>
<td>51.1x12x6.5</td>
<td>30.6</td>
</tr>
<tr>
<td>RRU</td>
<td>2</td>
<td>Alcatel-Lucent</td>
<td>RRH2x40-AWS</td>
<td>TX/RX</td>
<td>20.5x10.63x8.9</td>
<td>60</td>
</tr>
<tr>
<td>RRU</td>
<td>2</td>
<td>Alcatel-Lucent</td>
<td>RRH2x60-PCS</td>
<td>TX/RX</td>
<td>22x12x9.5</td>
<td>61</td>
</tr>
<tr>
<td>Diplexers</td>
<td>4</td>
<td>Andrew</td>
<td>CBC78-DF</td>
<td>TX/RX</td>
<td>8.7x19x7.9</td>
<td>46.3</td>
</tr>
<tr>
<td>Junction Box</td>
<td>1</td>
<td>RFS</td>
<td>DB-T1-6Z-8AB-OZ</td>
<td>n/a</td>
<td>21.55x10.31x15.73</td>
<td>32</td>
</tr>
<tr>
<td>Frames</td>
<td>2</td>
<td>n/a</td>
<td>12-ft T-Frames</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Expand Chart as necessary)

WEC Revision 3-2019 Lic form
# Exhibit C to Lease
Co-location Application and Equipment Questionnaire

## Coax, Hybrid & Control Cables

<table>
<thead>
<tr>
<th>Total Qty</th>
<th>Size</th>
<th>Type (Standard, Fire Resist, Plenum) or Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>7/8&quot;</td>
<td>Coax</td>
</tr>
<tr>
<td>1</td>
<td>1-5/8&quot;</td>
<td>Hybrid Cable</td>
</tr>
</tbody>
</table>

(Expand Chart as necessary)

## Microwave Dishes

<table>
<thead>
<tr>
<th>Qty</th>
<th>Rad. Center (Ft AGL)</th>
<th>Azimuth</th>
<th>Mfr.</th>
<th>Model No.</th>
<th>Diameter (in)</th>
<th>Weight (lbs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Expand Chart as necessary)

**Notes:**

1. Attach manufacturer's equipment data sheet for all tower mounted equipment.
2. Do not include a buffer area around your desired physical footprint. A non-exclusive buffer for access and utility routing will be provided.

**Tenant Event Fees:** PO Request (POR) to be issued if required
- New Co-location/Tower Application: $2,000
- Modification Request: $2,000
- Structural Analysis: $2,500
- Site Inspection: $2,400
- PO Request (POR) to be issued if required

---

**Official Use Below**

**Reserved Height(s)**

**Notes:**

☐ Checks payable to:

Application Fee (non-refundable) Paid

**EIN:**

**Approval:**

**Date:**

---

WEC Revision 3-2019 Lic form
EXHIBIT D

Sample Certificate of Insurance

(Accord Form Accepted)
EXHIBIT E

Insurance Endorsement Letter
(Date)

Town of Greenwich
Joseph Siciliano, Director of Parks & Recreation
101 Field Point Road
Greenwich, Connecticut 06830

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

Dear Mr. Siciliano:

The undersigned hereby certifies as follows:

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

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

(3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;

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

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

Sincerely,

Authorized Representative for all companies listed in the Acord form
EXHIBIT F

Notice To Proceed (NTP) Form
## Exhibit E to Lease
### Notice To Proceed (NTP) Checklist

**Tower:**
- [ ] New Co-location
- [ ] Modification

<table>
<thead>
<tr>
<th>Site ID:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property:</td>
<td>Property Address:</td>
</tr>
<tr>
<td>Legacy ID:</td>
<td></td>
</tr>
</tbody>
</table>

### Carrier Information:
- **Carrier Site Name:**
- **Carrier Site ID:**
- **Carrier Name:**
- **Legal Entity:**
- **Address:**

### Leasing Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Date Reviewed (by WEC)</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Location Application and Equipment Questionnaire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Agreement Executed (new co-locations)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease Exhibits (if applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>Lease/Amendment Fully Executed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Fully Executed (if applicable)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Due Diligence and Pre-Construction Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Date Reviewed (by WEC)</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificates of Insurance (by Carrier) (Must name Town of Greenwich as additional insured)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificates of Insurance (by Contractor) (Must name Town of Greenwich as additional insured)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Drawings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1 ESA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NEPA Report or Programmatic Agreement Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approval</td>
<td>Name</td>
<td>Date</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>Town of Greenwich:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Required  ☐ Not Required

Signature:
### Post-Construction Close-Out Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Date Received (by WEC)</th>
<th>Initials</th>
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</thead>
<tbody>
<tr>
<td>As-Built Drawings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection Sign-offs - Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection Sign-offs - Electrical</td>
<td></td>
<td></td>
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<tr>
<td>Close-out Photos</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Supplemental Documents

<table>
<thead>
<tr>
<th>Document</th>
<th>Date Received (by WEC)</th>
<th>Initials</th>
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<tbody>
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</tbody>
</table>

### Notes:

1. Only approved tower mounts/platforms may be used. Confirm make and model with Town. For painted towers/structures, antenna mounts/platform must be ordered factory painted.
2. For painted towers/structures, paint antennas and other tower top devices (RRH, TMAS, etc.) to match. Paint all around except manufacturer’s identification labels. Painting of cables is not required, unless specified on the site plans.
3. Contractor may not deviate from approved site plans.
4. Contractor must notify Town of any existing condition issues and for deviations from the site plans.

Submit NTP items to: (email preferred)

---

**Attention:**

Tel:  
Fax:

---

Page 3 of 3
Section 6, Executive Order 7S
Suspension and Modification of Tax Deadlines and Collection Efforts

Property taxation is a state function granted within certain parameters to local municipalities. Due to COVID-19 the state deems it necessary to make some changes to the normal deadlines and procedures. There will be two programs designed to offer support to eligible taxpayers who have been affected by COVID-19. The state has established the “Deferment Program” and the “Low Interest Rate Program.”

The EO defines “municipality” as indicated in 7-148. This means only towns, cities and boroughs, and does not include special taxing districts and special services districts. Unless and until the EO is amended these programs and procedures apply only to “municipalities” as defined above, and NOT to special taxing districts.

The legislative body of each municipality must determine if they will offer one plan, or both plans. Municipalities can offer either plan or both but must offer at least one. In municipalities where the legislative body is the town meeting, the board of selectmen decides which program to offer. Towns must notify OPM by April 25 of their choice.

Section a: “Deferment Program”

Think of this program as an extended grace period program. What is “deferred” is not a tax but rather the last day to pay without interest. The deadline is deferred, not the tax. Eligible taxpayers (“eligible” will be defined later) are entitled to defer their payment deadline until 90 days from the tax due date, instead of the usual 30 days.

This will have different applications depending on when taxes or other charges (municipal sewer, utility, etc.) are ‘due’ in a given municipality. Any tax that comes due between March 10, 2020 and July 1, 2020, inclusive, can be covered by this plan.

For semiannual and annual towns: the next installment comes due on July 1, 2020. This plan covers installments that come due up through and including July 1, 2020. For the July 1, 2020 installment, instead of the last day to pay being August 3, 2020 (August 1 falls on a Saturday), the last day to pay will instead be October 1, 2020 (90 days from July 1) because the last day to pay is being deferred, or the grace period is being extended.
The plan covers any real estate, motor vehicle or personal property tax, and any municipal water, sewer or electric rate, charge or assessment.

For towns that have taxes or other charges coming due between March 10 and July 1 (quarterly billing towns, and towns that bill other charges between March and July): those bills are covered by this plan. For example, if an installment or bill became due and payable on April 1, 2020, instead of the last day to pay being May 1, 2020, the grace period would be extended for 90 days instead of 30, and the last day to pay would instead be July 1, 2020.

“Eligible” taxpayers, businesses, nonprofits, and residents (that covers everybody) are those that “attest to or document significant economic impact by COVID-19, and / or those that document they are providing relief to those significantly affected by COVID-19.” There is separate guidance about eligibility for this program and is detailed on the application forms provided by OPM.

Municipalities may extend eligibility to other categories of taxpayers, businesses, nonprofits and residents, upon approval of the legislative body or by the Board of Selectmen in towns where the town meeting is the legislative body. This means the town is free to ‘open up’ the extended grace period to others not specifically mentioned in the EO. For example, a municipality could decide to offer the extended grace period to ALL taxpayers, period, without distinction. This is a decision up to the towns. If a municipality decides to “open up” the eligibility, the need for applications may be moot.

This program does not address taxes that are already past due. It is not an amnesty or waiver of interest or other charges on taxes that are already delinquent.

Section b: “Low Interest Rate Program”

This is another option for towns to consider. It can be offered in conjunction with the deferment program, or instead of it. This program does not say a taxpayer can have an extended grace period with no interest at all. Rather, it addresses the rate of interest that is to be charged on a delinquent or past due bill. Interest is normally charged at the rate of 1.5% per month, 18% per year from the due date of the tax, with a portion of a month being considered a full month. However, this program will allow for a lower rate of interest: .25% per month, or 3% per year, from the due date of the tax, for a period of up to 90 days only.

This program provides a ‘window’ of 90 days from the due date where taxpayers would be able to pay at a reduced interest rate. They would not have an extended grace period, but they would be paying significantly less interest if they pay late.
Any tax, or municipal water, sewer, or electricity charge that comes due at any time between March 10, 2020 and July 1, 2020, inclusive, can be covered by this plan (section i).

For semiannual and annual towns: the next installment comes due on July 1, 2020. This plan covers installments that come due up through and including July 1, 2020. For the July 1, 2020 installment, the last day to pay will (still) be August 3, 2020 (August 1 is a Saturday) but if the taxpayer pays on August 4 or later, they will not be paying 1.5% per month interest, but rather only .25% per month interest. On August 4, 2020 the interest charged would not be 3%, but rather .25 x 2 months or .5%. This plan would remain in force only for 90 days from the due date of July 1; it would end on October 2, 2020.

The plan covers any real estate, motor vehicle or personal property tax, and any municipal water, sewer or electric rate, charge or assessment.

For towns that have taxes or other charges coming due between March 10 and July 1 (quarterly billing towns, and towns that bill other charges between March and July): those bills are covered by this plan. For example, if an installment or bill became due and payable on April 1, 2020, the last day to pay will (still) be May 1, 2020, but if the taxpayer pays on May 2 or later, they will not be paying 1.5% per month interest but rather only .25% per month interest. On May 2, the interest charged would not be 3% but rather .25 x 2 months, or .5%. This plan would remain in force only for 90 days from the due date of the tax or charge. Once the 90 days was up, the plan would no longer be in effect.

This program does not require taxpayers to qualify based upon eligibility criteria as with the deferment program. However, please refer to eligibility of landlords in Section c, below.

The EO provides that if there is a case where any tax, charge etc. is already subject to an interest rate that is less than 3% per year, then that lower rate will apply instead.

The EO also addresses past due charges that were already delinquent on March 10, 2020 (section ii). If a bill was already delinquent on or before March 10, 2020, it shall be subject to .25% per month, 3% per year interest for a period of 90 days from the EO (until July 1, 2020) only. For the time period from April 1, 2020 (the date of the EO) to July 1, 2020, the delinquent taxpayer pays .25% per month or portion thereof instead of the normal 1.5% per month – but ONLY on those last three months, and only if they are making a payment.

On July 2, 2020, unless this EO is extended or other directives are subsequently given, the ‘window’ closes, and interest once again goes back to the statutory rate of 1.5% per month from due date. (“Following the 90 days, the portion that remains delinquent shall be subject to interest and penalties as previously established.”)
If a taxpayer has made a partial payment between April 1 and July 1, 2020, but has not paid in full, interest goes back to the former rate. If a taxpayer has not made any payment at all during that time, they lose the benefit of the ‘window’ and all of their interest is calculated at the rate of 1.5% per month from the due date, as if the opportunity for the reduced rate had not ever existed. (“Following the 90 days, the portion that remains delinquent shall be subject to interest and penalties as previously established.”)

Section c: Eligibility of Landlords

The EO states that in order to be eligible for the extended grace period/deferral program, a “landlord,” or any taxpayer that rents or leases to tenants or lessees, must provide documentation to the municipality that the property being taxed has, or will, suffer a significant income decline, or that commensurate forbearance was offered to the tenants or lessees.

The EO states that in order to be eligible for the lower/reduced interest rate program, the landlord must offer ‘commensurate forbearance’ to tenants or lessees upon their request.

The application forms provided by OPM have more detail about this section and contains specific sections to be completed by landlords.

Section d: Escrow Payments

This section of the EO states that an individual taxpayer’s eligibility for either program is irrelevant if the taxes on the property are paid on their behalf by an escrow agent, financial institution, mortgage service agent or bank. The escrow agents are still expected to remit tax payments on behalf of their customers according to the regular timetable – in other words, by August 3 for semiannual and annual towns. The EO states this is the case ‘so long as the borrower remains current on their mortgage or is in a forbearance or deferment program.’ The EO does not address what the expectation is if the borrower is NOT current or is NOT in such a program.

Section e: Liens Remain Valid

Nothing in the EO affects ANY PROVISION of the Connecticut General Statutes relating to the continuing, recording and releasing of property tax liens. Tax collectors still rely on the existence of the inchoate lien as of the date of assessment. Intent to lien notices are to be sent. Lien continuing certificates are still to be filed in the land records on the regular timetable. Liens are still to be released according to the regular timetable.
Finally, “…the precedence and enforcement of taxes, rates, charges and assessments shall remain applicable to any deferred tax, rate, charge or assessment or installment or portion thereof.” Take this to mean ‘deferred’ as defined in section a. Even if a tax is deferred according to the program (extended grace period granted) the priority/precedence of that property tax remains in effect, is not lessened or reduced by virtue of participation in the extended grace period program, and will be subject to normal collection enforcement procedures once the ‘deferment’ (extended grace period) has concluded.

Section 11, Executive Order 7S
Suspension of Non-Judicial Tax Sales

Section 11 postpones all pending tax sales and redemption deadlines. Effective on April 1, 2020, any upcoming tax sales are automatically postponed for the duration of the emergency and can be rescheduled by the tax collector no sooner than thirty (30) days after the Governor declares the emergency has ended. Tax sale notices which went out before the EO remain valid. Adjournment notices can go out by first-class mail in the meantime, but the return-receipt notices and newspaper advertising required by General Statutes 12-157(a) should not be resumed until the new auction date is known, and their timing will be calculated from the new date.

Section 11 also extends any six-month redemption deadline pending at the time the EO was signed, which was 9:00 p.m. on April 1, 2020. The length of the extension is equal to the number of days that the emergency is in effect, which will be March 10, 2020 through until whatever date the Governor declares it has ended. The interest rate the purchaser earns during the extended portion of the redemption period is 0.25% per month but remains at 1.5% per month for the regular part of the redemption period. The EO does not reinstate any redemption period which had already expired. This means any tax sale conducted before October 2, 2019 is not affected by EO unless its redemption period was extended by a bankruptcy filing or other law. Deeds and affidavits can still be recorded for tax sales whose redemption deadlines expired before then.
1. **What kinds of municipalities do the tax programs apply to?**

Section 6 applies to all towns, cities, boroughs in Connecticut including their water pollution control authorities. These municipalities must adopt either or both programs created in the Order.

Note that a future EO may expand these programs to apply to all municipalities and quasi-municipal corporations, whether created by statute, ordinance, charter, legislative or special act, including but not limited to any town, city or borough, whether consolidated or unconsolidated, any village, school, sewer, fire, lighting, special services or special taxing districts, beach or improvement association, any regional water or resource recovery authority or any other political subdivision of the state or of any municipality having the power to make appropriations or to levy assessments or taxes. OPM is receiving input on this expansion and will update this guidance if the program is expanded to apply to quasi-municipal corporations.

2. **What kinds of taxes and charges does Section 6 apply to?**

Section 6 applies to unescrowed taxes on real estate, motor vehicles, and personal property as well as unescrowed municipal water, sewer, and electric charges.

Section 6 does not apply to trash and sanitation charges, landlord rental fees, fines, and other kinds of municipal assessments, penalties, and charges regardless of when they come due. It also does not apply to water, sewer, and electrical charges by private providers. All of these taxes and charges must therefore be paid normally.

3. **What is the difference between the two Programs in Section 6?**

Section 6 creates two Programs for relief from certain taxes and charges. Two programs are offered to provide municipalities flexibility, but also to ensure that all taxpayers have some type of tax relief available during the COVID-19 pandemic.

The Deferment Program effectively delays certain pay by dates (the last day to pay) by ninety (90) days for eligible taxpayers who apply and are approved as meeting the guidelines set forth by the Office of Policy and Management. All other
taxpayers who do not apply or who are not approved would remain responsible to pay their taxes and charges normally, unless a municipality votes to extend eligibility to such taxpayers. The EO makes clear that a municipality may extend eligibility to other categories of taxpayers, businesses, nonprofits and residents. Therefore it is up to each town whether to use the “Application for Municipal Tax Relief” available on OPM’s website, or choose to create a different form reflecting eligibility standards approved by its local legislative body, except that landlords participating in the deferral program must provide documentation to the municipality that the relevant parcel has or will suffer a significant income decline or that commensurate forbearance was offered to their tenants or lessees in either case.

The Low Interest Program would reduce the interest rate for a three-month window to three (3) per cent for all taxpayers owing taxes and charges automatically.

Every town, city, and borough must adopt either Program, or both Programs and notify the Office of Policy and Management by filling out the OPM Certification Form, no later than April 25, 2020.

4. **What are the requirements for landlords?**

Landlords are not eligible for either Program for relief from taxes and charges on their rental or leased properties unless they pass on “commensurate forbearance” to their tenants or lessees.

Commensurate forbearance, for purposes of both programs, means either a) a deferral of 25% of rent (approximating the property tax portion of rent) for the ninety (90) days from the due date; b) a deferral of one month’s rent to be paid over the 90 day period; or c) forbearance substantially similar to (a) or (b) as determined by the tax collector.

For the Deferment Program, the landlord must provide documentation that the property will suffer a significant revenue decline related to the COVID-19 emergency, or that commensurate forbearance was offered to tenants or lessees. Landlords are subject to auditing and may be asked by their municipality to provide their tenants’ names and contact information, or other information identified by the municipality to confirm eligibility.

For the Low Interest Program, there is no documentation requirement for ease of administration, but landlords are subject to auditing and should not take advantage of this program unless they pass along to the tenants commensurate forbearance, when requested.
5. **When does the taxpayer have to submit their application?**

Deferment Program applications and any required documentation or related information must be submitted to the municipality no later than July 1, 2020 in any manner the municipality specifies, which may be in person, by mail and/or electronically. Each municipality shall utilize the guidance provided by the Office of Policy and Management for determining eligibility.

6. **How is interest calculated under the Programs?**

If a municipality adopts the Deferment Program, the interest will be zero for any tax or charge owed by an approved taxpayer which would otherwise come due between March 10 and July 1, 2020, inclusive so long as it is paid within ninety (90) days of the original due date. The practical effect of this Program is simply to extend the usual interest-free grace period to ninety (90) days. It would be as though the phrases “the first day of the month next succeeding the month in which” and “the same date of the month next succeeding the month corresponding to that of the month on which” in General Statutes 12-146 were both replaced with “the ninetieth day after.” For water and sewer charges, it would be as though the words “thirty days” in General Statutes 7-239(b), 7-254(a), and 7-258(a) were replaced with “ninety days.”

If a municipality adopts the Low Interest Program, interest is reduced automatically for everyone from 1.5% per month to a maximum of 0.25% per month on taxes and charges which come due between March 10 and July 1, 2020, inclusive. (If any tax or charge would otherwise accrue interest at a rate of less than 3% per annum, the lower rate continues to apply.) This Program also imposes the same cap on any delinquent taxes and charges which came due before March 10, 2020 and remain unpaid, but only to the extent of the interest which accrues on them between April 1, 2020 and July 1, 2020. Interest which had already accrued on delinquencies before April 1, 2020 remains unaffected. For example, if a tax which had previously come due on July 1, 2019 is paid in mid-May 2020, a municipality which adopted this Program would charge nine months of interest at 1.5% each plus two months of interest at 0.25% each. Regardless of whether a tax or charge was due before or after March 10, 2020, any portion not paid by July 1, 2020 accrues interest as it normally would, both within and outside the low-interest period. For example, if a tax due on July 1, 2019 is paid in mid-August 2020, the municipality would charge 14 months of interest at 1.5% each; no portion of the tax would remain entitled to the 0.25% per month interest rate. A tax due on July 1, 2020, however, would remain entitled to the normal one-month grace period which would apply normally (or 30 days for a sewer charge).
7. Do the programs require refunding payments which the municipality has already received?

Neither program requires any municipality to refund any payment, regardless of when it was made or how it was affected by either Program. If a payment is made which exceeds the correct amount due as affected by either Program, the normal overpayment procedures in General Statutes 12-129 apply.

8. How does the suspension of tax sales in Section 11 affect notices of tax sales previously issued for auctions which were to take place after the date of the Order?

Section 11 does not invalidate any notice issued under General Statutes Section 12-157 before the Order was signed. Although the Order itself postpones all pending tax sale auctions by operation of law, the municipality may issue adjournment notices in accordance with the second sentence of General Statutes Section 12-157(b) which state that the auction will be rescheduled to a date to be determined. In the interim, the other pre-auction notices which would otherwise be required by General Statutes Section 12-157(a) should not be issued. After the Governor declares the COVID-19 emergency to have ended, the tax collector may select a new auction date which is no less than 30 days later and issue any remaining pre-auction notices required by General Statutes Section 12-157(a) as calculated from that new date. If all three pre-auction notices required by General Statutes Section 12-157(a) had already been issued before the Order was signed, notice of the new auction date should be issued in accordance with the second sentence of General Statutes Section 12-157(b).

9. Which tax sale redemption periods are extended by Section 11?

Section 11 extends every six-month redemption period under General Statutes Section 12-157(f) which was in effect at the time the Order was signed. It does not reinstate any redemption deadline which had already expired before the Order was issued at 9:00 p.m. on April 1, 2020. This means that no tax sale which occurred before October 2, 2019 is affected by the Order except those for which the redemption deadline had already been extended by 11 U.S.C. Section 108 of the Bankruptcy Code or by another law or court order. For any tax sale procedure for which the redemption period expired before the Order was issued, Section 11 does not prohibit municipalities from depositing excess funds with the Superior Court under General Statutes Section 12-157(i), recording deeds or affidavits as provided in General Statutes Sections 12-157(f) or 12-167(a), or otherwise concluding the procedure as provided by law.
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
INTERGOVERNMENTAL POLICY AND PLANNING DIVISION

GOVERNOR’S EXECUTIVE ORDER 7S SECTION 6
MUNICIPALITY PROGRAM ELECTION

The municipality of ______________________________ by determination of our local legislative body, or in any town in which the legislative body is a town meeting, by a vote of the board of selectmen, voted and approved on _______________________, that we will participate in the following program(s):

☐ Deferment Program. During the period of March 10, 2020, the date that the Governor declared the public health and civil preparedness emergency, through and including July 1, 2020, municipalities participating in the Deferment Program shall offer to eligible taxpayers, businesses, nonprofits, and residents a deferment by ninety (90) days of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric rates, charges or assessments for such tax, rate, charge, or assessment from the time that it became due and payable. Eligible taxpayers, businesses, nonprofits, and residents are those that attest to or document significant economic impact by CO VID-19, and/ or those that document they are providing relief to those significantly affected by the COVID-19 pandemic. The Secretary of the Office of Policy and Management shall issue guidance as to which taxpayers, businesses, nonprofits, and residents shall be considered eligible for the Deferment Program, but participating municipalities may, upon approval of its local legislative body, or, in any town in which the legislative body is a town meeting, by a vote of the board of selectmen, extend eligibility for the deferment program to other categories of taxpayers, businesses, nonprofits, and residents.

☐ Low Interest Rate Program. For municipalities participating in the Low Interest Rate Program, notwithstanding Section 12-146 of the General Statutes, (i) the delinquent portion of the principal of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric charges or assessments or part thereof shall be subject to interest at the rate of three (3) per cent per annum for ninety days from the time when it became due and payable until the same is paid, for any such tax, rate, charge, or assessment due and payable from March 10 through and including July 1, 2020, unless such delinquent portion is subject to interest and penalties at less than three (3) per cent per annum. Following the ninety days, the portion that remains delinquent shall be subject to interest and penalties as previously established; and (ii) any portion of the principal of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric rates, charges or assessments or part thereof that had been delinquent on or prior to March 10, shall be subject to interest at the rate of three (3) per cent per annum for ninety days from this Order, unless such delinquent portion is subject to interest and penalties at less than three (3) per cent per annum. Following the ninety (90) days, the portion that remains delinquent shall be subject to interest and penalties as previously established.

PROGRAM CONTACT:
Printed Name: ____________________________________ Title: _______________________
Email Address: ___________________________________  Phone: _____________________

CEO CERTIFICATION:
Dated this _____ day of April, 2020.
Printed Name: ____________________________________ Title: _______________________
Email Address:  _______________________________________________________________
Signature:  ____________________________________________________________________

DUE TO OPM NO LATER THAN APRIL 25, 2020 ~ RETURN TO:  Martin.Heft@ct.gov
APPLICATION FOR MUNICIPAL TAX RELIEF DEFERRAL PROGRAM UNDER EXECUTIVE ORDER 7S
For deferral of real estate, motor vehicle, and personal property taxes and/or municipal electric, water and sewer charges due to a town, city, and/or borough between and including March 10, 2020 and July 1, 2020.

<table>
<thead>
<tr>
<th>1. PROPERTY OWNER NAME</th>
<th>LAST</th>
<th>FIRST</th>
<th>MIDDLE INITIAL</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
</table>

2. IF YOU ARE NOT THE OWNER, YOUR AUTHORITY TO MAKE THIS APPLICATION ON THE OWNER’S BEHALF (E.G., BUSINESS’S MANAGER, INDIVIDUAL POWER-OF-ATTORNEY, ETC.)

3. MAILING ADDRESS | NUMBER AND STREET | MUNICIPALITY | STATE | ZIP CODE |

4. DAYTIME TELEPHONE | WITH AREA CODE | EMAIL ADDRESS |

5. PROPERTY FOR WHICH DEFERRAL IS REQUESTED
  ADDRESS(ES) OF REAL ESTATE: ____________________________
  YEAR, MAKE, MODEL OF VEHICLE(S): ____________________________
  TYPE(S) OF PERSONAL PROPERTY: ____________________________

DEFERRAL PROGRAM: □ I request that the applicable real estate, motor vehicle, and personal property taxes and any municipal electric, water or sewer charges or assessments on the property identified above, which would otherwise be due between and including March 10, 2020 and July 1, 2020, be deferred until ninety (90) days after the original due date of each without interest or penalty. Deferral, for purposes of this program, means that the tax or charge can be paid up to 90 days after its due date without interest or penalty.

CHECK PROPER ELIGIBILITY:

□ Resident: My household has suffered a reduction in income of at least 20% due to COVID-19.
  □ Since March 10, 2020, I have been either (1) been furloughed without pay; (2) had my hours significantly reduced; or (3) am unemployed. This has resulted in at least a 20% reduction in my household income.
  □ Proof of Residency is attached (i.e. a copy of driver’s license, utility bill, or other proof of residency)

□ Business / Non-Profit: Revenue is expected to decrease at least 30% in the March to June 2020 period versus the March to June 2019 period at this property.
  □ Proof of Ownership is attached (i.e. copy of my business license, utility bill, Secretary of State listing, or other proof of ownership)

LANDLORDS - Fill Out this Section only if you are the landlord of the real estate listed above.

□ Deferral Program. If the municipality has adopted the Deferral Program, I request that the applicable real estate taxes and any municipal electric, water or sewer charges or assessments on the property identified above, which would otherwise be due between and including March 10, 2020 and July 1, 2020, be deferred until ninety (90) days after the original due date of each without interest or penalty.
  □ I have attached documentation proving that the property has or will suffer a significant revenue decline, OR
  □ I have attached documentation proving that commensurate forbearance was offered to the tenants or lessees.

“Commensurate forbearance, for purposes of this program, means either a) a deferral of 25% of rent (approximating the property tax portion of rent) for the ninety (90) days after its due date; b) a deferral of one month’s rent to be paid over the 90 day period, or c) forbearance substantially similar to (a) or (b) as determined by the tax collector. Documentation includes, but is not limited to, proof that some tenants or lessees have received forbearance or that the landlord has actively communicated with tenants or lessees to offer forbearance.
CERTIFICATION:

(A) I am aware of the amount and/or basis of the taxes, charges, and assessments that I am requesting to be deferred and I hereby irrevocably waive all rights to appeal or dispute them on any basis. I understand that the municipality’s lien, priority, and enforcement rights will remain unaffected during and after this period.

(B) I understand that this request, if approved, will not defer any taxes, charges, fees, or assessments I may owe the municipality which came due before March 10, 2020 or after July 1, 2020 or the interest and penalties applicable to them, or any other debt I may owe the municipality at any time.

(C) I authorize the municipality and its agents to verify the statements above, and any certification information I have provided, from its records and other third parties. I consent to those third parties releasing relevant information to the municipality and its agents for this purpose upon the municipality’s request and that a copy of this application shall be adequate evidence of my consent. I hold the municipality harmless in their collection of this data.

(D) I understand that I must pay all taxes, charges, and assessments deferred in full (i) within ninety (90) days after the original due date or (ii) immediately, if the municipality determines that I am not eligible for deferment. I understand that if I fail to make payments as noted in this section, all interest, fees, and penalties will be applied to all unpaid portions retroactive to the original due date.

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APPLICANT'S ATTESTATION

Under penalties of perjury, I hereby swear or affirm that that I have read and understood all of the statements above, that they are true and accurate, and that I have attached any and all additional information necessary to process my application herein. I attest that this application, and all attachments, are genuine and unaltered.

SIGNATURE OF APPLICANT

X

Date signed (Mo., Day,Yr.)

---

STOP! DO NOT WRITE BELOW THIS LINE
FOR TAX COLLECTOR’S USE ONLY

---

DEFERRAL FOR:

☐ Water Charges    ☐ Sewer Usage Charges    ☐ Sewer Assessment Charges    ☐ Electric Charge

TAX COLLECTOR’S DETERMINATION

☐ I am satisfied that the applicant meets all the necessary statutory requirements
☐ This claim is denied for the following reason(s):

SIGNATURE OF TAX COLLECTOR OR MEMBER OF TAX COLLECTOR’S STAFF

X

Date signed (Mo.,Day,Yr.)

OPM M-COVID19
TO:  Representative Town Meeting (RTM)

FROM:  First Selectman Fred Camillo

DATE:  Friday, March 13, 2020

RE:  Implementing Tipping Fees Instead of Pay As You Throw (PAYT)

To assist the BET in FY21 budget deliberations, I have been asked to provide information on the implementation of tipping fees. In the memo below, I offer guidance on how to remove PAYT from the Recommended Budget and replace it with tipping fees. I want to emphasize that I strongly support PAYT as the best solution for waste management. PAYT is the only option that gives residents and businesses direct control over their waste expenses. It is also the only option that incentivizes waste reduction, leading to savings in operating expenses. Recommended by both the EPA and CT DEEP for its strong environmental benefits, PAYT is currently successfully operating in over 500 communities here in the northeast.

However, given the interest in tipping fees as an alternative, the proposed amendment to the Waste and Litter ordinance would allow for a tipping fee.

The BET has been provided the following information to modify the Recommended Operating Budget for FY21:

**How to Remove PAYT from FY21 Budget**

| Delete | A321-44750 | $2,796,385 | Revenue |
| Add    | A321-52510 | $  934,680 | Expense for Waste Removal |
| Delete | A321-52520 | $  259,618 | Expense for Recycling |
| NET Budget Impact | $3,471,447 |

**Current Town MSW Shipping & Hauling Fee (Tipping Fee Paid By Town)**

(Source: Annual Report FY18-19, pages 109-110)

Total MSW = 36,682 tons

Tipping fee + management fee = $107.79/ton

Residential drop-off = 4,620 tons
**FY21 Budget Assumptions**

- Total MSW = 36,700 tons
- Tipping fee + management fee = $112.00 (2% increases for both FY19 & FY20)
- Residential drop off = 4,650 tons
- Hauler drop off = 36,700 – 4,650 = 32,050
- Residential Permits = 1,200
- Permit Decal Fee = $75.00
- Start Date = July 1, 2020

Ordinance = Requires ordinance change, per Law Department guidance

- DPW will do its best to manage the process of handling residents through interim measures. Actual operational experience may dictate the need for further changes in either operating (e.g. staff) and/or capital investment at the site.

**How to Implement Tipping Fee for FY21 Budget**

<table>
<thead>
<tr>
<th>Add</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A130-52030</td>
<td>Expense Bank Fees 2.8% of revenue</td>
<td>$100,509</td>
</tr>
<tr>
<td>A321-51490</td>
<td>Consult/research/outreach waste model</td>
<td>$50,000</td>
</tr>
<tr>
<td>A321-44730</td>
<td>Revenue (32,050 X $112.00)</td>
<td>$3,589,600</td>
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<tr>
<td>A321-447XX</td>
<td>Revenue (1,200 X $75.00)</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

**NET Budget Impact** $3,529,091

**Waste Management Reference to BET FY21 Budget Guidelines (Unanimously Approved)**

“Increased costs for waste management and recycling will require new efforts to reduce volume at the transfer station. In addition to proposals for an outreach campaign to reduce waste, the BET requests the First Selectman to provide an analysis of the qualitative and quantitative costs and benefits of implementing tipping fees.”
ARTICLE 1. - WASTE COLLECTION AND DISPOSAL.

Sec. 9-1. - Definitions.

(a) As used in this article:

1. **Acceptable solid waste** shall mean unwanted or discarded materials, garbage and refuse that the Town is permitted by the State to collect, store and transport from the Town disposal area to resource recovery combustion facilities or landfills that are licensed to accept municipal solid waste but shall not include recyclable materials, bulky waste or hazardous waste.

2. **Approved containers** shall mean covered, watertight containers.

3. **Approved vehicles** shall mean a conveyance equipped with fully enclosed metal bodies of the type designed and maintained to promote the absence of leakage or spillage and approved by the Superintendent.

4. **Bulky waste** shall mean land clearing, demolition and construction debris, discarded machinery and equipment, and other unwanted materials that cannot be feasibly disposed of at resource recovery combustion facilities and landfills as acceptable solid waste because of size or noncombustibility but which can be disposed of at specially permitted and available landfills as determined by the Superintendent.

5. **Commissioner** shall mean the Commissioner of Public Works or, by the designation of the Commissioner, the Deputy Commissioner of Public Works.

6. **Garbage** shall mean every accumulation of animal, vegetable or other putrescible matter including that attending the preparation, consumption, decay, dealing in or storage of meats, fish, fowl, birds, fruit, vegetables, beverages or other edibles, including the nonrecyclable materials of containers or wrappers disposed of along with such materials.

7. **Hazardous waste** shall mean pathological and biomedical discarded items, sewage sludge, gunpowder, dynamite, cartridges, shells, gasoline, naphtha, benzene, ether and other refuse materials that have flammable, explosive, corrosive, toxic, infectious or reactive characteristics that, when present in significant quantities, require special handling for collection, transport and disposal in accordance with applicable State or Federal law.

8. **Recyclable materials** shall mean the materials defined in Sections 8A-2 and 8A-3 of the Code.

9. **Superintendent** shall mean the Superintendent of the Department of Public Works Recycling, Waste Collection and Disposal Division.

(RTM, 9/21/2009; RTM, 9/20/2010.)

Sec. 9-2. - Accumulation prohibited.

The accumulation of acceptable solid waste or waste material of any kind not otherwise provided for in this chapter except in approved containers is prohibited.

(RTM, 9/21/2009.)

Sec. 9-3. - Storage containers.

Acceptable solid waste shall be stored in approved containers. All garbage shall be drained and wrapped before it is placed in the containers. The containers shall be kept in a clean and sanitary condition.

(RTM, 9/21/2009.)
Sec. 9-4. - Collection.

All acceptable solid waste shall be removed in approved containers or approved vehicles at least once a week unless more frequently required by the Superintendent or Director of Health.

(RTM, 9/21/2009.)

Sec. 9-5. - Transportation and disposal required; fees.

All acceptable solid waste shall be transported to the Town disposal area. All bulky waste shall be loaded and transported to any place as directed and designated by the Superintendent.

Each licensed waste collector transporting acceptable solid waste to the Town disposal area shall pay a tipping fee on each ton of acceptable solid waste delivered by such licensed waste collector to the Town disposal area. The amount of such tipping fee and the method of payment shall be established by the Commissioner after consultation with and approval by the Board of Selectmen.

Any town residents who wish to deliver acceptable solid waste generated at their residence directly to the Town disposal area without the use of a licensed waste collector shall be subject to an annual fee as established by the Commissioner after consultation with and approval by the Board of Selectmen.

(RTM, 9/21/2009.)

Sec. 9-6. - Delivery from outside Town.

No acceptable solid waste, bulky waste or hazardous waste shall be transported for disposal into the Town from any place beyond the limits of the Town unless otherwise approved in writing by the Commissioner as part of a reciprocal municipal cooperative aid agreement.

(RTM, 9/21/2009.)

Sec. 9-7. - License to transport; application.

(a) No person shall engage in the business of transporting acceptable solid waste to the Town disposal area without having a valid license from the Superintendent and without using an approved vehicle.

(b) The application for a license valid for one (1) year shall be on a form furnished by the Superintendent.

(RTM, 9/21/2009.)

Sec. 9-8. - License revocation; hearing.

(a) The Commissioner shall have the power to revoke the license of any waste collector found not to be operating in compliance with the provisions of this Code.

(b) No order of revocation shall be made except after a hearing. When a license has been revoked another license shall not be issued except with the approval of the Commissioner.

(RTM, 9/21/2009; RTM, 9/20/2010.)
Sec. 9-9. - Approved vehicles; numbers; maintenance.

(a) Every approved vehicle of a licensed waste collector under these regulations shall have conspicuously displayed on each side a number issued by the Superintendent.

(b) Every approved vehicle used in the transportation of waste shall be kept in a sanitary condition.

(RTM, 9/21/2009.)

Sec. 9-10. - Delivery of acceptable solid waste.

All acceptable solid waste shall be promptly delivered at the Town disposal area on the same day that it is placed into the approved vehicle.

(RTM, 9/21/2009.)

Sec. 9-11. - Prohibited substances.

No hazardous waste shall be cast into any approved container or transported as acceptable solid waste to the Town disposal area. The Superintendent may adopt procedures for the acceptance of specific items of hazardous waste at specific areas of the Town disposal area or direct their delivery to designated facilities to be handled and disposed of in accordance with State and Federal law.

(RTM, 9/21/2009; RTM, 9/20/2010.)

Sec. 9-11.1. - Penalty; appeal; hearing.

(a) Violation of the provisions of this article affecting the delivery of waste to the Town disposal area or such other place as directed by the Superintendent shall be subject to civil penalty fines of up to one hundred dollars ($100.00) for a first violation, two hundred fifty dollars ($250.00) for a second violation and one thousand dollars ($1,000.00) for each subsequent violation. The Superintendent may impose such fines on the transporter if the waste in violation is more than one (1) cubic foot in volume and it exceeds five percent (5%) of the load transported. Fines for the first two (2) discoveries of violation may be avoided in the first instance by the transporter remedying the violation by delivering the waste to the disposal place designated by the Superintendent and in the second instance by the transporter paying the disposal fee or charge incurred by the Town and providing a written report satisfactory to the Superintendent of the cause of the violation including, if pertinent, the source of the generation of the waste and what corrective measures are being followed. Upon completion of such corrective measures, the Superintendent shall clear the record of violations of the transporter. If the transporter is not the generator of such waste and the violation is determined by the Superintendent to be the fault of the generator, the Superintendent may impose such fines on the generator.

(b) Civil penalty fines under part (a) of this section shall by payable to the Town and may be appealed within ten (10) days of the Commissioner who shall conduct a hearing and render a decision thereon. Any fine determined by the Commissioner in excess of one thousand dollars ($1,000.00) may be appealed within ten (10) days to the Board of Selectmen which shall designate a hearing officer, not employed by the Department of Public Works, to conduct a hearing and made a recommendation to the Board which shall make a decision on such recommendation.

(c) Any other violation of the provisions of this article shall be subject to a fine of up to two hundred fifty dollars ($250.00).

(RTM, 9/21/2009; RTM, 9/20/2010.)