

RTM

JUNE 2018

Item No. 1- lease for cell tower at Griff- New Cingular

2- lease for cell tower at Griff —Cellco/Verizon

3- Liuna Local 136 Contract

8 - agmt for sewer — State /Town

25 - street name change (Hendrie Ave Ext)

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ATTACHMENTS

FOR

ITEM # 1

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5-9-18

5-17-18

LEASE

Between

TOWN OF GREENWICH

and

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")

This Lease, made this _____ day of _____, 2018, between the TOWN OF GREENWICH (the "TOWN"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Peter, J. Tesei, First Selectman, hereunto duly authorized, and NEW CINGULAR WIRELESS PCS, LLC (the "LESSEE"), a Delaware limited liability company, with a mailing address located at 575 Morosgo Drive, Atlanta, GA 30324. TOWN and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

1. **PREMISES**

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

A certain portion of the property known as the Griffith Harris Golf Course, located at 1323 King Street, Greenwich, CT ("Property"), described as the ground space (approximately 300 square feet) along with space on the communications tower (the "Tower") located on that approximately 7,000 square foot lease area ("Metro Lease Area") previously leased to Metro Mobile CTS of Fairfield County, Inc., its successors and/or assigns ("Metro"); said Premises and Metro Lease Area being a portion of the Property as more particularly described in **Exhibit A** attached hereto, together with reasonable access for ingress and egress over the maintenance

road from Cliffdale Road South to the leased Premises, and for the installation of utility lines on the existing utility poles to the Tower, for purposes of installation and maintenance of antennae on the Tower with external conduits and related appurtenances.

2. **TERM**

The initial term of this Lease shall be for Ten (10) years ("Initial Term"), beginning March 1, 2018 ("Commencement Date"). In addition, LESSEE shall have the right, privilege, and option to renew this Lease for Three (3) additional five (5) year term(s) pursuant to the paragraph below entitled Lease Renewal. Upon commencement of this Lease the Parties agree that the existing Lease between the TOWN and LESSEE dated July 13, 2006 shall terminate and be replaced by the Lease herein.

3. **CONSIDERATION**

A. **Rent:**

Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$41,500.00 to be paid in equal monthly installments on the first day of the month, in advance, to TOWN at Griffith E. Harris Golf Course, 1323 King Street, Greenwich, CT 06831 or to such other person, firm, or place as TOWN 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 17 below. Annual rent shall increase by Two Percent (2%) per year, starting with year six (6) of the Initial Term. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, TOWN 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, TOWN hereby agrees to provide to LESSEE a completed, current version of Internal Revenue Service Form W-9, or equivalent.

B. Personal Property Taxes

LESSEE shall be solely responsible for and shall pay all personal property taxes assessed by the TOWN or other taxing authority on any personal property owned, operated or maintained by LESSEE on the Premises. LESSEE shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises 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 TOWN, LESSEE, or both, with respect to the valuation of the Premises. TOWN 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.

C. 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.

D. Maintenance Costs

LESSEE shall be solely responsible for and shall pay all costs and expenses

required to maintain the Premises, as well as all mechanical equipment, systems, devices, controls, conduits, cables, utility lines, antennae and other systems and appurtenances installed by LESSEE on the Premises, in good operating condition and repair throughout the Lease term. LESSEE shall make all mechanical, electrical and structural and non-structural repairs required to maintain the Premises generally in good order and repair. Replacement of any of the foregoing equipment, systems, devices, controls, conduits, utilities, cable, antennae or other systems and appurtenances must receive prior written approval by the Commissioner of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed. All work described in this section shall be done promptly by LESSEE at its sole cost and expense to the reasonable satisfaction of the TOWN.

4. **USE OF PREMISES; NON-INTERFERENCE**

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 the TOWN for any purpose, or in any manner whatsoever.

A. Non-Interference.

(a). LESSEE agrees that LESSEE will not cause radio frequency interference that is measurable in accordance with industry standards to TOWN's equipment or to any other lessees located on the Property 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. TOWN agrees that TOWN 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 so long as the existing radio frequency users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(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 at 1-877-231-5447 or to TOWN at (203) 622-6472 the 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.

(d) LESSEE warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by the TOWN, 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.

5. **CONDITION OF PREMISES**

It is expressly agreed between the TOWN and LESSEE that LESSEE has examined the Premises and accepts the Premises in their present condition, and that the Premises are leased from the TOWN "as is" and as standing at the time the Lease is executed, and that the TOWN has made no representations whatsoever as to the present or future condition of the Premises, including latent defects, except as conditioned in this Lease.

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 the TOWN.

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 the antennae and related equipment, provided that no such improvements to or alterations of the Premises shall be made without the prior written approval of the Commissioner of Public Works of the TOWN and the Director of the Parks and Recreation Department of the TOWN, 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. 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 the TOWN from any and all claims made against it by any such contractor, subcontractor or material supplier arising out of the above-described work.

8. **INSURANCE AND PROPERTY LOSS**

A. LESSEE shall procure and maintain, at its own expense during the term of this Lease, liability and fire insurance or self-insurance of the types and amounts specified below insuring and protecting the TOWN as an additional insured from 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. Required commercial general liability policies shall include the TOWN as an additional insured and shall contain appropriate "loss payee" provisions in favor of the TOWN. The insurance required shall be as follows:

(1) All risk commercial property insurance, including extended coverage, vandalism, malicious mischief, boiler and machinery, and flood, insuring for an amount not less than the then current replacement cost for the value of the Premises including improvements, alterations, and additions made to the Premises by LESSEE and insuring LESSEE's own personal property. The TOWN 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. LESSEE may self-insure this coverage.

(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 One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, One Million Dollars (\$1,000,000) "personal injury and advertising injury," One Million Dollars (\$1,000,000) aggregate for products and completed operations and Two Million Dollars (\$2,000,000) general aggregate or such greater amount as the TOWN may require once per Term. Such insurance shall include contractual liability coverage and shall include the TOWN and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against the TOWN.

(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 limits of One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) per employee for disease and One Million Dollars (\$1,000,000) policy limit for disease. The policy shall be endorsed to waive subrogation against the TOWN.

(5) Umbrella excess liability, on an occurrence basis, in the amount of Five Million Dollars (\$5,000,000) each occurrence, Five Million Dollars (\$5,000,000) aggregate supplementing all coverages as set forth in Subparagraphs (2), and (4-employer's liability only) of this Paragraph. Such umbrella excess insurance will not contain a cross liability or similar exclusion. The policy must recognize aggregate limits for coverages set forth in Subparagraphs (2) and (4) of this Paragraph. LESSEE may use any combination of primary and excess to meet required total limits.

The TOWN shall have the right to require LESSEE to increase the above mentioned insurance coverages once per Term as and to the extent that the TOWN Comptroller may require, but no such increase shall be arbitrary or unreasonable.

Notwithstanding the forgoing, Lessee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Lessee elects to self-insure its obligation under this Agreement to include Lessor as an additional insured, the following conditions apply: (i) Town shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection

with such claim, demand, lawsuit, or the like; (ii) Town shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and (iii) Town shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

LESSEE shall furnish three (3) certificates to the TOWN of each insurance policy or policies in the form attached hereto as **Exhibit B** upon the commencement of this Lease and thereafter within ten (10) days prior to the expiration of each such policy. An endorsement letter in the form attached hereto as **Exhibit C** shall also be provided with each certificate of insurance. All insurance shall be carried by a company or companies eligible to do business in the State of Connecticut and having a rating of no less than A-/VII as graded by Best's Rating Service. The TOWN shall receive at least thirty (30) days' written notice of cancellation or non-renewal of each insurance policy referred to in this Lease if coverage is not replaced. All such policies shall be written as primary policies which do not contribute to and are not to be merely excess coverage over that which the TOWN may carry. If LESSEE maintains a required 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 knowingly do or permit any act or thing to be done in or to the Premises which is contrary to law or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of the TOWN with respect to the Premises, or which might subject the TOWN to any liability or responsibility to any person for property damage, nor shall 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 knowingly use the Premises in a manner which shall increase the fire insurance rates for the Building or any property located therein because of any special risk over those in effect on the commencement date.

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

(1) any damage to or loss of property of 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 the TOWN, its employees, agents or officers.

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

9. **INDEMNIFICATION**

LESSEE shall indemnify, defend and save the TOWN 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; except and to the extent such liabilities, obligations, damages, penalties, claims, losses, costs and expenses are caused by the TOWN.

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, defend and hold harmless the TOWN, 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 Premises without prior written consent from the TOWN. LESSEE may assign this Lease to (i) LESSEE's parent or member company or to any affiliate or subsidiary of, or partner in, LESSEE, or its parent or member company, or (ii) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission ("FCC") in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of TOWN. Written notice of such assignment shall be provided to TOWN 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 the TOWN 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 to respond to such notice, which time shall not be less than 90 days.

11. **INSPECTION AND EMERGENCY REPAIRS**

The First Selectman of the TOWN, 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 the TOWN 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. The TOWN shall promptly notify LESSEE of the need for such repairs.

12. **TERMINATION**

A. **The TOWN's Right to Terminate**

After written notice and an opportunity to cure, the TOWN shall have the right to terminate this Lease upon the following terms and conditions:

(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 the TOWN 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 the TOWN'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 the TOWN, subject to the below.

In any of the foregoing events, this Lease and the term thereof may terminate and expire at the option of the TOWN 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 Thirty (30) days but has commenced such cure and continues to diligently pursue same then LESSEE shall have such reasonable time to complete such cure. In the event of a default by LESSEE under this Lease, the TOWN shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary process and other remedies were not herein provided for. The recitation in this Lease of any particular right or remedy shall not preclude the TOWN from any other remedy available at law or in equity.

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.

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

Upon termination of the Lease, the TOWN 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.

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

If LESSEE defaults under this Lease, the TOWN may at its option but without obligation to do so 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 the TOWN makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, costs, fines, penalties, interest, damages and reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid immediately by LESSEE to the TOWN upon the rendition of any bill or statement to LESSEE therefore, together with interest thereon at a rate equal to twelve percent (12%) per annum.

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

E. **No Waiver**

The failure of the TOWN to seek redress for any violation of or to insist upon the strict performance of, any of the terms of this Lease or of any of the rules and regulations

set forth herein or hereafter adopted by the TOWN, shall not waive the effect of or excuse such violation or performance or any subsequent violation or performance.

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

F. **LESSEE's Right to Terminate**

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

- (a) by LESSEE upon written notice to TOWN, if 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 communication facility (the "Communication Facility") as now or hereafter intended by LESSEE; or if LESSEE determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or
- (b) by LESSEE upon sixty (60) days prior written notice to TOWN for any reason, so long as LESSEE pays TOWN a termination fee equal to three (3) month's rent, at the then current rate.

13. **HOLDING OVER**

If upon expiration of the term the Parties are negotiating a new lease or a lease extension, then this Lease shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and

LESSEE holds over after the expiration or earlier termination of the term, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

14. **LEASE RENEWAL**

LESSEE shall have the right, privilege, and option to renew this Lease for Three (3) additional Five (5) year term(s) provided that LESSEE shall give written notice to the TOWN of its intention to so renew at least Six (6) months prior to the expiration date of this Lease, and provided further that such term shall be subject to such conditions as the TOWN may then deem necessary or appropriate

15. **DAMAGE BY FIRE OR OTHERWISE**

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

However, the TOWN 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, then LESSEE shall be obligated to contribute such additional sum as may be required to repair or reconstruct the structure in conformity with such requirements.

16. **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.

17. **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 the TOWN:

Office of the First Selectman, 101 Field Point Road, Greenwich, CT 06830.

(b) To LESSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CT2347
Cell Site Name: GREENWICH – KING STREET (CT)
Fixed Asset No.: 10050949
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CT2347
Cell Site Name: GREENWICH – KING STREET (CT)
Fixed Asset No.: 10050949
208 S. Akard Street

Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

18. **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_.

19. **ENTIRE AGREEMENT**

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

20. **MODIFICATIONS**

No 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.

21. **HEADINGS**

The Paragraph headings of this Lease are for purposes of reference and are not intended to limit in any way the provisions of this Lease.

22. **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, defend and hold harmless the TOWN

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 leasing a small portion of TOWN'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, whether or not arising from its activities, it shall immediately notify the TOWN.

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 _____
Peter J. Tesei
First Selectman
Date _____

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By _____
Its: _____
Date: _____

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss: Greenwich

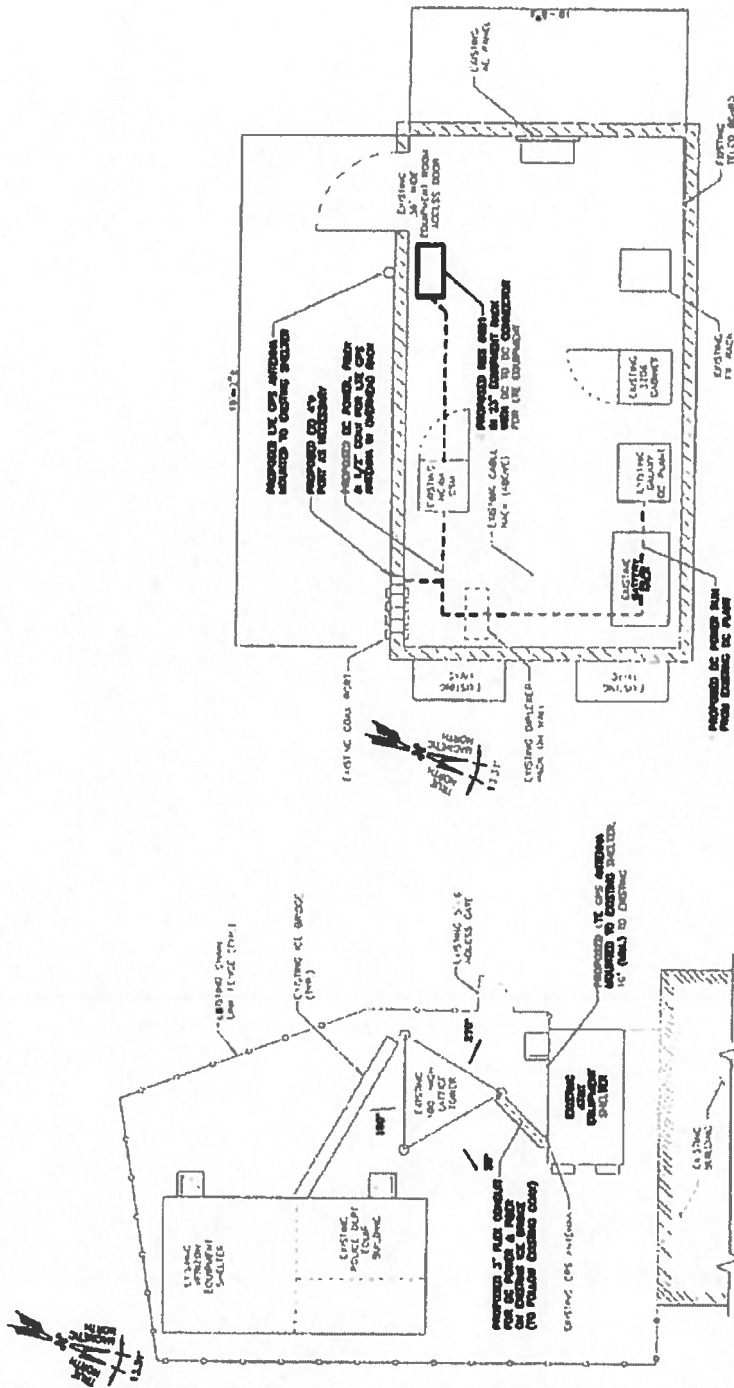
The foregoing instrument was acknowledged before me this day _____ of _____, 2018, by Peter J. Tesei, First Selectman of the Town of Greenwich, as the duly authorized act of the Town of Greenwich.

Notary Public
Commissioner of the Superior Court

STATE OF)
COUNTY OF) ss:

The foregoing instrument was acknowledged before me this ____day of _____, 2018, by _____, who acknowledged him/herself to be the _____ of NEW CINGULAR WIRELESS PCS, LLC and that he/she, as such _____ of the company executed the foregoing instrument as the duly authorized act of NEW CINGULAR WIRELESS PCS, LLC.

Notary Public
Commissioner of the Superior Court



COMPOUND PLAN
SCALE 1/8"=1'-0"

EQUIPMENT PLAN

Equipment

[illegible]

ATTACHMENTS

FOR

ITEM # 2

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3-22-18

Rev 5-17-18

LEASE
Between
TOWN OF GREENWICH
and
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

This Lease, made this _____ day of _____, 2018, between the TOWN OF GREENWICH (the "TOWN"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Peter, J. Tesei, 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. TOWN 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, TOWN hereby grants to LESSEE the right to install, maintain and operate communications equipment on LESSOR's existing tower ("Tower") and the ground space below located at 1323 King Street, Greenwich, Connecticut (the "Property"). LESSEE's communications equipment is installed on the

Tower at 98' AGL centerline and is also located within an approximately 7000 square foot area of ground space in and around the Tower of which an area of 840 square feet is used by LESSEE (collectively the "Premises"). The Premises are shown in detail on **Exhibit "B"** attached hereto and made a part hereof. The Property is legally described on **Exhibit "A"** 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 is sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

2. **TERM**

The initial term of this Lease shall be for Ten (10) years ("Initial Term"), beginning March 1, 2018 ("Commencement Date"). In addition, LESSEE shall have the right, privilege, and option to renew this Lease for Three (3) additional five (5) year term(s) pursuant to the paragraph below entitled Lease Renewal. Upon Commencement of this Agreement the parties agree that the existing Agreement between the Town 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 the Agreement herein.

3. **CONSIDERATION**

A. **Rent:**

Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$41,520.00 to be paid in equal monthly installments on the first day of the month, in advance, to TOWN 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. Annual rent shall increase by Two Percent (2%) per year, starting with year two (2) of the Initial Term. 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, TOWN hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent.

B. 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 have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property 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

TOWN, LESSEE, or both, with respect to the valuation of the Leased Property. TOWN 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.

C. **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.

D. **Maintenance Costs**

LESSEE shall be solely responsible for and shall pay all costs and expenses required to maintain the Premises, as well as all mechanical equipment, systems, devices, controls, conduits, cables, utility lines, antennae and other systems and appurtenances installed by LESSEE on the Premises, in good operating condition and repair throughout the Lease term. LESSEE shall make all mechanical, electrical and structural and non-structural repairs required to maintain the Premises generally in good order and repair. Replacement of any of the foregoing equipment, systems, devices, controls, conduits, utilities, cable, antennae or other systems and appurtenances must receive prior written approval by the Commissioner of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed. All work described in this section shall be done promptly by LESSEE at its sole cost and expense to the reasonable satisfaction of the TOWN.

4. **USE OF PREMISES; NON-INTERFERENCE**

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 the TOWN 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 TOWN 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 the TOWN, 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.

5. **CONDITION OF PREMISES**

It is expressly agreed between the TOWN and LESSEE that LESSEE has examined the Premises and accepts the Premises in their present condition, and that the Premises are leased from the TOWN "as is" and as standing at the time the Lease is executed, and that the TOWN has made no representations whatsoever as to the present or future condition of the Premises, including latent defects, except as conditioned in this Lease.

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 the TOWN.

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 the antennae and related equipment, provided that no such improvements to or alterations of the Premises shall be made without the prior written approval of the Commissioner of Public Works of the TOWN and the Director of the Parks and Recreation Department of the TOWN, 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.

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 the TOWN in the equipment shelter. The LESSEE further agrees to provide within the equipment shelter a separate area for the location of the generator to be utilized by the TOWN and the LESSEE and to include any existing provision of utilities, generated emergency power and HVAC service and equipment. The TOWN reserves the right to add additional or redundant systems to the portion of the equipment shelter in use by the TOWN at the

TOWN's sole expense.

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. 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 the TOWN from any and all claims made against it by any such contractor, subcontractor or material supplier arising out of the above-described work.

8. **INSURANCE AND PROPERTY LOSS**

A. LESSEE shall procure and maintain, at its own expense during the term of this Lease, liability and fire insurance of the types and amounts specified below insuring and protecting the TOWN 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 the TOWN as an additional insured and shall contain appropriate "loss payee" provisions in favor of the TOWN. The insurance required shall be as follows:

(1) All risk commercial property insurance, including extended coverage, vandalism, malicious mischief, boiler and machinery, and flood, insuring for an amount not less than the then current replacement cost for the value of the Premises including improvements, alterations, and additions made to the Premises by LESSEE and insuring LESSEE's own personal property. The TOWN 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 the TOWN 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 the TOWN and its employees, officers and agents, as an additional insured. Such insurance shall also waive subrogation against the TOWN.

(3) Insurance for the benefit of the TOWN against damage to the Premises by fire and other casualty, including coverage for vandalism and malicious mischief, with extended coverage endorsement, the amount of such policy to be reasonably sufficient and not less than the replacement cost of the Premises. The TOWN shall be 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 the TOWN.

(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.

The TOWN 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 TOWN Comptroller may require, but no such increase shall be arbitrary or unreasonable.

LESSEE shall furnish three (3) certificates to the TOWN of each insurance policy or policies in the form attached hereto as **Exhibit C** 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 D** 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. The TOWN shall receive at least 60 days' written notice of termination, non-renewal, or any material alteration of each insurance policy referred to in this Lease. All such policies shall be written as primary policies which do not contribute to and are not to be merely excess coverage over that which the TOWN may

carry. If 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 the TOWN with respect to the Premises, or which might subject the TOWN to any liability or responsibility to any person for property damage, nor shall 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. The TOWN 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 the TOWN, its employees, agents or officers.

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

9. **INDEMNIFICATION**

LESSEE shall indemnify, defend and save the TOWN 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; except and to the extent such liabilities, obligations, damages, penalties, claims, losses, costs and expenses are caused by the TOWN.

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, defend and hold harmless the TOWN, 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 demises Premises without prior written consent from the TOWN. 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 TOWN 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 the TOWN 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 First Selectman of the TOWN of Greenwich, 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 the TOWN 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. The TOWN shall promptly notify LESSEE of the need for such repairs.

12. **TERMINATION**

A. **The TOWN's Right to Terminate**

After written notice and an opportunity to cure, the TOWN shall have the right to terminate this Lease upon the following terms and conditions:

(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 the TOWN 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 the TOWN'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 the TOWN, subject to the below.

In any of the foregoing events, this Lease and the term thereof may terminate and expire at the option of the TOWN 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, the TOWN shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-

entry, summary process and other remedies were not herein provided for. The recitation in this Lease of any particular right or remedy shall not preclude the TOWN from any other remedy available at law or in equity.

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.

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

Upon termination of the Lease, the TOWN 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.

D. TOWN's Performance Upon Default by LESSEE

If LESSEE defaults under this Lease, the TOWN 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 the TOWN makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, costs, fines, penalties, interest, damages and reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid immediately by LESSEE to the TOWN 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 the TOWN to incur any expenses or obligations on behalf of LESSEE.

E. **No Waiver**

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

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

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 TOWN, if 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 the Communication Facility as now or hereafter intended by LESSEE; or if LESSEE determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

- (b) by LESSEE upon sixty (60) days prior written notice to TOWN for any reason, so long as LESSEE pays TOWN a termination fee equal to three (3) months' Rent, at the then current rate.

13. **HOLDING OVER**

If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

14. **LEASE RENEWAL**

LESSEE shall have the right, privilege, and option to renew for Three (3) additional Five (5) year term(s) provided that LESSEE shall give written notice to the TOWN of its intention to so renew at least six months prior to the expiration date of this Lease, and provided further that such term shall be subject to such conditions as the TOWN may then deem necessary or appropriate

15. **DAMAGE BY FIRE OR OTHERWISE**

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

However, the TOWN 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.

16. **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.

17. **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 the TOWN:

First Selectman,
101 Field Point Road

Greenwich, CT 06830

(b) To LESSEE:

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

18. **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.

19. **ENTIRE AGREEMENT**

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

20. **MODIFICATIONS**

No 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.

21. **HEADINGS**

The Paragraph headings of this Lease are for purposes of reference and are not

intended to limit in any way the provisions of this Lease.

22. 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 _____
Peter J. Tesei
Its: First Selectman

Date _____

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

By _____
Its: _____

_____ Date: _____

STATE OF CONNECTICUT))
COUNTY OF FAIRFIELD) ss: Greenwich

The foregoing instrument was acknowledged before me this day _____ of _____, 2018 by Peter J. Tesei, First Selectman of the Town of Greenwich, as the duly authorized act of the Town of Greenwich.

Notary Public
Commissioner of the Superior Court

STATE OF))
COUNTY OF) ss:

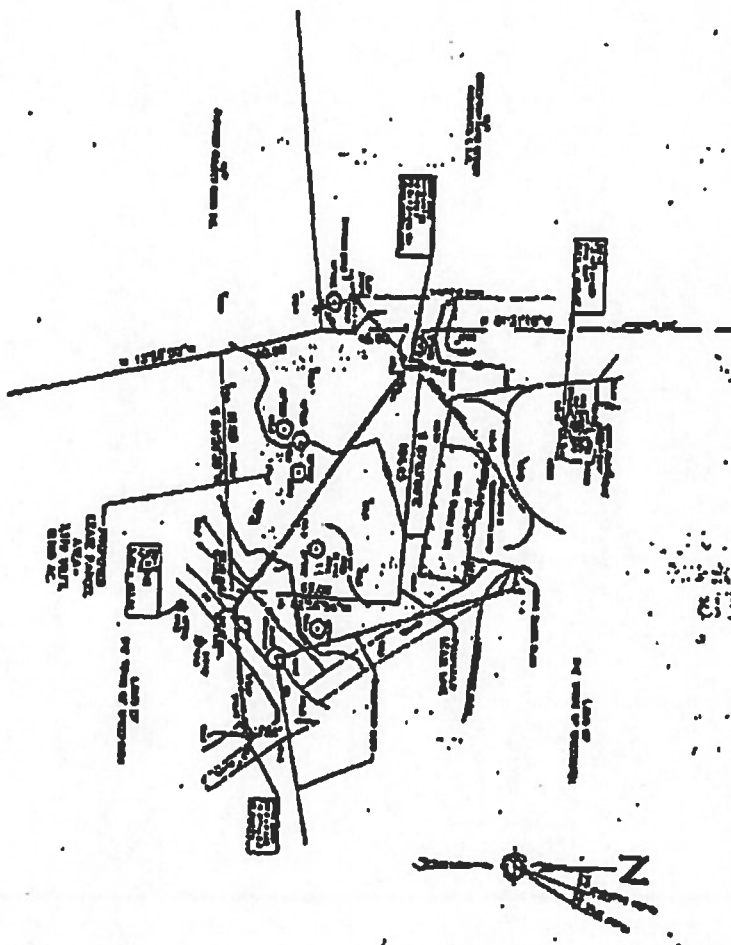
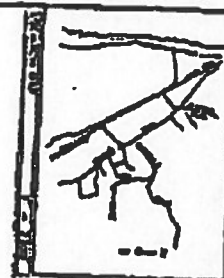
The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who acknowledged him/herself to be the _____ of Cellco Partnership d/b/a Verizon Wireless and that as such _____ of the company executed the foregoing instrument as the duly authorized act of Cellco Partnership d/b/a Verizon Wireless.

Notary Public
Commissioner of the Superior Court

CULTURE AND

Exhibit A

THE ABOVE NAMED FIRM DOES NOT, WITH ANY OTHER FIRM, HAVE A CONTRACT OR AGREEMENT, OR IN ANY MANNER, TO SELL OR DELIVER TO THE UNITED STATES AND MILITARY OR NAVAL PERSONNEL, A FIRM SPECIALLY DESIGNED FOR PILOTS.

[illegible]

PRINCE GOLF COURSE TOWER SITE
JAYDALE ROAD
BEECHMONT, COLORADO 80601

Electrical Connections

**CLINICAL CONSTRUCTION
OF AND FOR**

Grand Reg

THE TOWN OF GREENWICH & METRO MOBILE CTS OF FAIRFIELD COUNTY, INC.

一、凡在本行存款，利息按日计算，按月结息。

Gedney



Exhibit B

TOWN OF GREENWICH

BRUCE MEMORIAL GOLF COURSE SITE

EQUIPMENT LIST

<u>QTY</u>	<u>MODEL</u>	<u>EQUIPMENT</u>
2	T5185	Remote Central Controller
5	C99CX	MSP3000, 75 Watt Repeater
1	DS74890310	Tx Rx T-Pass Rack 5 Channel
1	DQ80840014A	Freq. Oscil. Unit
1	DS5115	T Bar Switch
1	Q2907A	Switchover Controller
1	T5180	Distribution Amp
1	UPS7.5	7.5 KVA UPS
20	BATA46	Batteries
1	CABA120	Cabinet
1	LI137AB	Uwave Charger
1	MM-MDG7530A	6 Foot Dish
1	DS-DB583	3 dB Antenna
1	DS-DB586	6 dB Antenna

Post-it brand fax transmittal memo 7571 2 of pages 2

To: DAN Sullivan	From: Th. Lee Boudin
On:	On:
Dept:	Phone:
Fax:	Fax:

ATTACHMENTS

FOR

ITEM # 3

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LIUNA Local 136 Labor Settlement
Summary of Costs 2016 - 2019

Wages	Current	7/1/2016 Year 1	7/1/2017 Year 2	7/1/2018 Year 3	3 Year Totals
Base Wages - Full Time	\$17,505,736	\$18,025,458	\$18,494,195	\$18,839,957	\$55,359,609
Base Wages - Part Time	\$1,639,679	\$1,679,032	\$1,716,810	\$1,738,270	\$5,134,112
Overtime	\$698,179	\$713,888	\$729,951	\$746,375	\$2,190,214
Other Wages base driven	\$389,501	\$398,265	\$407,226	\$416,388	\$1,221,879
Other wages non base driven	\$214,460	\$214,460	\$214,460	\$214,460	\$643,380
Total Wages	\$20,447,556	\$21,031,103	\$21,562,641	\$21,955,450	\$64,549,194
		2.85%	2.53%	1.82%	
Benefits					
Medical Insurance	\$3,895,800	\$4,342,457	\$3,264,069	\$3,515,728	\$11,122,254
Life	\$38,022	\$39,151	\$40,169	\$40,920	\$120,241
LTD	\$50,108	\$50,108	\$50,108	\$50,108	\$150,325
Total Benefits	\$3,933,823	\$4,381,608	\$3,304,238	\$3,556,649	\$11,242,495
		11.38%	-24.59%	7.64%	
Retirement					
Retirement DB a	\$1,217,352	\$1,180,248	\$1,135,790	\$1,111,190	\$3,427,228
Retirement DC b	\$202,716	\$249,202	\$297,202	\$328,081	\$874,484
401-K Town Contribution	\$367,432	\$367,432	\$373,982	\$380,532	\$1,121,946
OPEB c	\$2,997	\$12,274	\$1,269	\$8,975	\$22,518
Social Security/Medicare	\$1,564,238	\$1,608,879	\$1,649,542	\$1,679,592	\$4,938,013
Total Retirement	\$3,354,736	\$3,418,036	\$3,457,784	\$3,508,370	\$10,384,190
		1.89%	1.16%	1.46%	
Grand Totals	\$27,736,114	\$28,830,747	\$28,324,663	\$29,020,468	\$86,175,879
		3.95%	-1.76%	2.46%	
		Cost increase over the 3-year term		4.63%	
		Average cost increase per year		1.54%	

a Normal Costs = 9.05%; enrollment based 8 turnover in both FY 16/17 and FY 17/18 and estimate of 5 in FY 18/19.

b Town contribution = 5%; enrollment based 8 turnover in both FY 16/17 and FY 17/18 and estimate of 5 in FY 18/19

c. OPEB normal costs based on actuarial valuation for that respective FY. The SPP lower premiums will be factored in the Y19/20 OPEB valuation.



TOWN OF GREENWICH

Finance Department

Peter P. Mynarski, Jr., Comptroller

TO: David Detjen, Chairman
Labor Contracts Committee

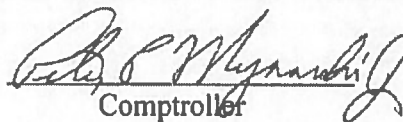
FROM: Peter Mynarski, Comptroller

DATE: May 11, 2018

SUBJECT: REQUIRED CONFIRMATION OF THE ESTIMATED COSTS FOR
THE 2016-2019 LABOR SETTLEMENT BETWEEN THE TOWN OF
GREENWICH AND LIUNA Local 136

As required by the Representative Town Meeting Sense of the Meeting Resolution, Item 22, Paragraph 3, dated June 9, 1980, I am in agreement and confirming as correct, the attached estimate of annual costs to the Labor Contracts Committee for the 2016-2019 LIUNA Local 136 labor settlement to be before the Representative Town Meeting on June 11, 2018.

5-14-2018
Date


Comptroller

cc: Alfred C. Cava, Director of Labor Relations

*SUMMARY OF NEGOTIATED CHANGES
LIUNA LOCAL 136 AND TOWN OF GREENWICH*

<i>Article</i>	<i>Section</i>	<i>Negotiated Change</i>
Article 1 - Recognition	A	Add Senior Management Analyst to list of positions representing Town/not included in the bargaining unit
Article 2 - Non-Discrimination	B	Language to reference state/federal employment discrimination statutes
Article 3 - Management Rights	D	Language moved from Appendix IX
Article 5 - Wages	B (1) - (4)	Language moved from Appendix IX
Article 5 - Wages	C	Lump-sum payments for Assistant Town Attorneys
Article 5 - Wages	D	Clarify as to when step increases are due.
Article 5 - Wages	G	Modify language as to providing notice of electronic pay statements.
Article 5 - Wages	H (New)	Implement 5-day payroll lag in order to pay current
Article 6 - Collective Bargaining	F	Language moved from Appendix IX
Article 7 - Individual Group Provisions		Article deleted as referenced Appendices V and IX deleted and language moved to appropriate sections of collective bargaining agreement.
Article 8 - Hours and Work Week	A	Edit for new references resulting from the deletion of Appendix IX.
Article 8 - Hours and Work Week	B	Edit for new references resulting from the deletion of Appendix IX.
Article 8 - Hours and Work Week	C	Language moved from Appendix V.
Article 8 - Hours and Work Week	New C	Language moved from Appendix IX.
Article 8 - Hours and Work Week	F	Language moved from Appendix XV
Article 8 - Hours and Work Week	G	Provide for a minimum of three hours of pay or work when recalled during emergency operations.
Article 8 - Hours and Work Week	G	Add "Operations Manager-Boats and Harbor" Library Facilities Manager and Ass't Dir of BC&M to list of those eligible for emergency operations compensation.
Article 8 - Temp Assignments		Add language clarifying when out-of-class pay is due.
Article 9 - Holidays	A	Edit for new reference resulting from the deletion of Appendix IX.
Article 9 - Holidays	A	Language moved from Appendix IX.
Article 10 - Sick Leave	A (3)	Language moved from Appendix IX.
Article 10 - Sick Leave	A4 (New)	Sick leave credits to be recorded in hours

<i>Article</i>	<i>Section</i>	<i>Negotiated Change</i>
Article 10 - Sick Leave	C	Sick leave may be taken in hourly increments
Article 10 - Sick Leave	C3 (New)	Add pre-scheduled medical appointments to permitted use of sick time (if not covered in Art. 19)
Article 11 - Vacation	D	Non-substantive language changes and eliminate seniority priority.
Article 11 - Vacation	E	Remove the restriction as to the maximum number of vacation days that an department head can authorize an employee to use during the year.
Article 11 - Vacation	F	Change "terminate" and "retire" to "separate"
Article 12 - Personal Leave		Language moved from Appendix IX.
Article 13 - Insurance	D	State Partnership Plan effective July 1, 2017; Town contribution of 90%, HEP, any change in statute will result in re-opening negotiations.
Article 13 - Insurance	E	Strike reference to date
Article 13 - Insurance	I	Strike reference to date
Article 18 - Health Appointments	A	Non-substantive language change
Article 22 - Appointments	E	Non-substantive language change
Article 22 - Appointments	J	Strike last sentence of section and move to Article 5D
Article 22 - Appointments	L (New)	Employees at Nathaniel Witherell and the BOE are subject to State of CT statutory hiring requirements
Article 23 - Seniority and Layoffs	B	Language moved from Appendix V.
Article 25 - Outside Activities		Strike "except for partisan political activities" and ad reference to CT Gen. St. 7-421.
Article 27 - Uniforms	A	Language moved from Appendix IX.
Article 28 - Duration	B	Change date reference to provide for three year term.
Appendix I		Update Appendix as to classifications and add footnote to provide for lump sum payment for Social Services Provider NWI who obtain Social Worker Certification.
Appendix II		Update salaries based on the following GWIs: 2.4% effective 7/1/16, 2.25% effective 7/1/17 and 1.5% effective 7/1/18
Appendix III		Revise as to months required to be eligible for steps and update salaries based on the following GWIs: 2.4% effective 7/1/16, 2.25% effective 7/1/17 and 1.5%
Appendix III	Note 1	Delete note 1 - language moved into salary schedule.

<i>Article</i>	<i>Section</i>	<i>Negotiated Change</i>
Appendix III	Note 3	Language moved from Appendix IX.
Appendix IV		Attorney salaries - Lump sum payments in each year of the agreement in the amount of 2.4% 2016/17; 2.25% 2017/18 and 1.5% 2018/19.
Appendix V		Delete Appendix - language moved into text of agreement.
Appendix VII		Revise to as reference to appendix.
Appendix IX		Delete Appendix - language moved into text of agreement.
Appendix XII		Delete outdated reference.
Appendix XV		Delete Appendix - language moved into text of agreement.

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ATTACHMENTS

FOR

ITEM # 8

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ORIGINAL

TOWN GREENWICH	ROUTE NO. I-95 SB	PMT 2B-REV 8/00 (302-08-0388) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE	PERMIT NO. 3018024 Page 1 of 7
NAME OF HIGHWAY Governor John Davis Lodge Turnpike			DATE EFFECTIVE	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS I-95 SB ROW between Davis Ave and the exit 4 entrance ramp and Metro North Railroad			DATE OF EXPIRATION See * below.	AMT. OF SURETY BOND CERTIFY CHECK
			SURETY COMPANY/BANK	
TO: COASTLINE CONSTRUCTION CORP. PO BOX 910 CLINTON, CT 06413			BOND NUMBER: PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE. FEE: 100 DATE REC'D: 4/20/2017 POWVO NO:	
LOCATION: I-95 SB non-access right-of-way between Davis Avenue and the exit 4 entrance ramp and Metro North Railroad				
PERMITTEES: Town of Greenwich and Coastline Construction				
DATE OF ISSUANCE:				
*EXPIRATION DATE: This Permit shall not expire until a Maintenance Agreement (aka Encroachment Agreement) has been executed between the Town of Greenwich and the Connecticut Department of Transportation ("Department") and any necessary State approvals have been obtained.				
NOTE: THIS PERMIT IS NOT VALID UNTIL A COPY SIGNED BY AUTHORIZED REPRESENTATIVES OF THE TOWN AND CONTRACTOR IS RETURNED TO THE DEPARTMENT'S DISTRICT 3 OFFICE, ALL NECESSARY LOCAL AND STATE LICENSES AND PERMITS ARE OBTAINED BY THE PERMITTEE OR CONTRACTOR-PERMITTEE, ALL OTHER PRE-ISSUANCE PERMIT REQUIREMENTS HAVE BEEN SATISFIED, AND THE FHWA HAS APPROVED A BREAK IN THE NON-ACCESS LINE.				
(1) For the purposes of this Encroachment Permit ("Permit"), the "Permittee" is the Town of Greenwich and the "Contractor-Permittee" is the contractor retained by the Permittee to construct the Project (as defined below).				
(2) The plans entitled "TOWN OF GREENWICH, CONNECTICUT DEPARTMENT OF PUBLIC WORKS, DIVISION OF SEWERS, OLD GREENWICH COMMON FORCEMAIN, SEGMENTS 9B, 10 and 11 FORCE MAIN REPLACEMENT, CONTRACT NO. 6049, PROJECT NO. 16-6049" last revision dated December 2016 will herein be referred to as the "Plans and Specifications," and the document entitled "Request for Review of Technical Plans and Specifications for CTDOT Encroachment and Metro-North Licensing Agreements Old Greenwich Force Main Segments 9b, 10 & 11 dated March 18, 2016, and the Permit Application received on April 13, 2017 will be referred to as the "Application."				
(3) For the purposes of this Permit, the "Project" is the force main sewer system resulting from the work and operations within the highway right-of-way along I-95 SB and within or adjacent to the rail right-of-way, as set forth in the Plans and Specifications, for: • the installation of 3100 linear feet (LF) of 30" HDPE sewer pipe and appurtenances, 340 LF of 24" ductile iron sewer pipe and appurtenances; • the construction and installation of a 120' force main aluminum utility bridge over Davis Mill Pond, including, but not limited to, foundation, concrete abutments and all related appurtenances; • the removal of selective brush and trees within the project area; and				
all such work being performed in accordance with the Plans and Specifications and the Application.				
(4) Permission is hereby granted for the work associated with the Project at the location as set forth in the Plans and Specifications, subject to the requirements of this Permit, the provisions of sections 13b-17-2 <i>et seq.</i> of the Regulations of Connecticut State Agencies ("Encroachment Regulations"), and the Highway Encroachment Permit Regulations				

Manual ("Encroachment Manual"), both as may be amended or revised, and the Application.

(5) The Permittee and Contractor-Permittee must hold a meeting with the District 3 Permit Inspector and Department Officials prior to performing any work involving activities that are to occur from the shoulder of I-95 SB, including, but not limited to: the installation of piles for the eastern bridge abutment, the placement of concrete for the eastern and western bridge abutments, and the off-loading of pre-fabricated bridge deck. If requested by the Department, the Permittee shall provide more detailed information to the Department regarding any work.

(6) At all times, Permittee and the Contractor-Permittee shall comply with the federal, state and local law applicable to the construction, installation, maintenance and operation of the Project.

(7) At all times, Permittee and the Contractor-Permittee shall comply with:

(a) The Plans and Specifications;

(b) The current edition of the Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction, as applicable;

(c) The latest Department Standard Details;

(d) The Encroachment Regulations; and

(e) The terms and conditions of this Permit, any Agreement associated therewith, and subsequent Encroachment Permits associated directly or indirectly with the Project.

Should a conflict exist between this Permit and the Encroachment Manual, this Permit shall take precedence.

The PERMITTEE and/or Contractor-Permittee shall enter into a Force Account or other similar agreement directly with the Metro-North Commuter Railroad ("MNR") prior to any work or entry onto the rail right-of-way and shall be responsible for obtaining, coordinating and paying all costs to MNR for railroad services required by MNR.

(8) The Permittee and Contractor-Permittee must protect vehicular and pedestrian traffic through the use of appropriate traffic control patterns. Except as provided in this paragraph, uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council shall be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and must meet NCHRP 350 requirements. A Maintenance and Protection of Traffic Plan must be submitted and approved by the Department prior to the commencement of any work. Any lane closures or work affecting or pertaining to I-95 will require the use of State Police and appropriate signing patterns. Work within the Project area may require the closure of the I-95 SB shoulder area. This will be determined during construction.

(9) The area previously used for segment 9A may be used for a lay down area for the staging of pipe and job related materials. As one of the conditions for the release of the bond, such area must be returned to a condition acceptable to the District 3 Maintenance Director; which must be to a condition that is equivalent or better than what the area was prior to its use as a staging area. The Contractor-Permittee must keep the staging area and any adjacent area utilized clean at all times.

(10) The Contractor-Permittee shall have all erosion and sedimentation control measures in place prior to the start of any excavation and, at all times, shall maintain the same to prevent erosion and sedimentation.

(11) All excavations adjacent to existing drainage systems must be inspected by the Contractor-Permittee's consultant inspector, and if such systems will be or may be impacted, such systems must be repaired or replaced to the satisfaction

of the Department's District 3 Permit Inspector. Prior to any excavations adjacent to the existing sign supports within the Project area, a detailed plan of how the supports will be braced must be submitted to District 3 for approval. Sign support inspections post excavation will be required and the Department's expenses associated with such inspections shall be the responsibility of the Permittee. The Permittee shall reimburse the Department by no later than thirty (30) days from the date on the invoice.

(12) The Contractor-Permittee shall locate all CHD monuments prior to the commencement of construction and coordinate such work with Vincent Hanchuruck at (203) 389-3112. Highway Boundary Monuments disturbed during construction shall be reset or replaced at the Permittee's expense. The new location of the boundary monument(s) must be confirmed and accepted by the Department's District 3 Office of Surveys. Staff from that office may be reached at (203) 389-3112.

(13) All tree work must be coordinated with the District 3 Landscape Designer, James Barnes, at (203) 389-3008 prior to conducting such work.

(14) The Contractor-Permittee shall restore all areas disturbed as a result of the work to a condition acceptable to the District 3 Maintenance Director; which must be to a condition that is equivalent or better than immediately prior to the commencement of the Project.

(15) A copy of this and any Permit must be available on site at all times.

(16) The Permittee and Contractor-Permittee acknowledge and agree that the Department's staff and/or consultants or contractors may inspect the Project work at any time and require additional work to be performed within the right-of-way.

(17) The District 3 Permit Inspector must be timely notified by the Contractor-Permittee upon completion of work so that he or she may conduct a final inspection, and, if satisfactory, approve the same. Daily inspection reports that are provided to the town by either consultant or town forces must be submitted to the Department each day.

(18) Contractor-Permittee shall:

CALL BEFORE YOU DIG! 1-800-922-4455;

Comply with the Call-Before-You-Dig law, including any reporting of the sewer as required by law.

(19) No work affecting or potentially affecting I-95 SB can occur before 8:30 a.m. and after 4:00 p.m. Monday through Friday (for holiday-related restrictions, see below). The Contractor-Permittee shall adjust to any changes in hours of authorized work, as directed by the Department, if traffic conditions necessitate such change. Lane closures on I-95 SB must be completely removed and the lanes fully opened to traffic before 3:00 p.m. each workday. Subject to the prior written approval of the District 3 Maintenance Director, night work may be approved to occur within the 9:00 p.m. and 5:00 a.m. timeframe.

(20) **Holiday restrictions:** No Permit work within the highway right-of-way is allowed the day before a legal holiday and no work shall be resumed until after 12:00 p.m. the day following the holiday, unless otherwise approved in writing by the District 3 Maintenance Director. Weekends shall be considered as part of the holiday when the legal holiday falls on either a Friday or Monday.

(21) Any and all liability for injury, damage or loss, including, but not limited to, injury, damage, or loss to the Department, its property, employees, agents, contractors, licensees, and invitees, resulting directly or indirectly from the work on this Project or the Project is assumed by the Permittee and the Contractor-Permittee.

(22) The Permittee assumes all responsibility and liability relative to the maintenance, repair and operation of the Project.

(23) To the fullest extent permitted by law, the Permittee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims, suits, actions, damages, and costs of every name and description ("Claims") arising, directly or indirectly, in connection with the Permit, including, but not limited to, the acts of commission or omission (collectively, the "Acts") of the Permittee and the Contractor-Permittee, their officers, employees, subcontractors, consultants, sub-consultants and invitees; and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Permit. Should the Contractor-Permittee fail honor or satisfy its contractual indemnification, defense and hold harmless obligations required by this Permit, or should such obligations be ruled or determined unenforceable, the Permittee shall be liable for and shall fulfill such obligations. The Permittee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Permit. This provision shall survive the termination of the Permit and shall not be limited by reason of any insurance coverage.

(24) The Contractor-Permittee shall (a) indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims, suits, actions, damages, and costs of every name and description ("Claims") arising, directly or indirectly, in connection with this Permit, including the acts of commission or omission (collectively, the "Acts") of the Contractor and its subcontractors, consultants and sub-consultants; and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Permit; and (b) use counsel reasonably acceptable to the State in carrying out such obligations. This provision shall survive the termination or expiration of the contract and shall not be limited by reason of any insurance coverage.

(25) The Permittee will be billed in full by the Department for engineering and replacement costs of any area disturbed or destroyed directly or indirectly relative to this Project. The Permittee shall reimburse the Department by no later than sixty (60) days from the date on the invoice. This provision shall survive the expiration or termination of this Permit.

(26) The Permittee agrees to timely reimburse the Department for its expenses incurred, pursuant to sections 13b-17-11 and 13b-17-12 of the Encroachment Regulations. The Permittee shall reimburse the Department by no later than sixty (60) days from the date on the invoice.

(27) Insurance requirements shall conform to section 13b-17-9 of the Encroachment Regulations. Prior to the insurance expiration date, the Contractor-Permittee must submit updated certificates of insurance to document appropriate continuing insurance coverage.

- (1) COMMERCIAL GENERAL LIABILITY Insurance (including Contractual Liability coverage) with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;
- (2) COMPREHENSIVE AUTOMOBILE LIABILITY Insurance which covers all motor vehicles, including those owned, hired or borrowed, which are used in connection with the Permit with a total limit of liability of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. In the

event that the Permittee and/or the Contractor-Permittee or its subcontractors transport, relative to the Project work, hazardous substances or any other environmentally regulated substance that requires a governmentally-regulated manifest, the MCS-90 Endorsements shall be attached to the auto liability policy (the CA9948 is also required if hauling outside of New York State). Both shall be furnished on a primary basis with limits of liability of at least Five Million Dollars (\$5,000,000) per occurrence providing coverage for bodily injury or property damage including liability for environmental restoration resulting from negligence in the operation, maintenance, or use of any motor vehicle involved in the transportation of hazardous substances or any other environmentally-regulated substance as required pursuant to any federal, state, or local laws, rules or regulations; and

- (3) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States, respectively, which cover all of the employees at or working from the premises.
- (4) RAILROAD PROTECTIVE LIABILITY Insurance, as applicable, if the Department and/or MNR require such insurance coverage, providing for coverage limits of (a) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (b) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period and with all of the following entities as named insureds: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the rail right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the rail right-of-way. A policy endorsement for Pollution Exclusion Amendment is required to be endorsed onto the policy for environmental-related work and/or exposures.
- (5) EXCESS/UMBRELLA LIABILITY Insurance with limits of Fifteen Million Dollars (\$15,000,000) per occurrence and in the aggregate.
- (6) CONTRACTOR'S POLLUTION LIABILITY Insurance: Where the work may involve environmentally regulated substances or hazardous material exposure(s), the Permittee and/or the Contractor-Permittee shall provide Contractor's Pollution Liability insurance with respect to the work and activities of the Permittee and/or the Contractor-Permittee or its subcontractors, including, but not limited to, handling, transporting, and disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall have limits of liability specifically written for this Permit in the amount of at least Five Million Dollars (\$5,000,000). The Permittee and/or the Contractor-Permittee shall comply with all federal, state, and local laws, rules and regulations and shall obtain any additional coverages required by federal, state, or local government agencies. The Contractor's Pollution Liability insurance shall be in effect from the time work commences in or adjacent to the rail right-of-way and continue through the completion of work, unless the environmental condition or incident covered by this insurance continues or remains an issue following the completion of work; in which instance, such insurance coverage must be maintained until all work required to address the condition or incident has been abated, no Claims remain unresolved, and any applicable statutes of limitations for bringing a Claim have expired.
- (7) POLLUTION LEGAL LIABILITY (Non-Owned Disposal Site Coverage). If the Project work includes the disposal of waste or other hazardous substance from the Project work area, the Permittee and/or the Contractor-Permittee shall maintain or cause to be maintained Pollution Legal Liability insurance with limits of liability of at least Five Million Dollars (\$5,000,000) per occurrence.

(28) **Effective Date:** The Permit is not effective until all submissions required by the regulations have been submitted and found sufficient by an authorized employee of District 3.

(29) This Permit is revocable at the discretion of the Department. See section 13b-17-43 of the Regulations of Connecticut State Agencies.

(30) The Permittee and/or Contractor-Permittee, as the case may be, shall ensure that it/they coordinate(s) with Metro-North Commuter Railroad and ensure that all necessary permits are obtained and complied with. Contact Tommy Tran at Metro-North at (203) 337-3602.

(31) All obligations of the Permittee under this Permit are at Permittee's sole cost and expense. All obligations of the Contractor-Permittee under this Permit are at the Contractor-Permittee's sole cost and expense.

(32) Requirements of the Permit are subject to change as field conditions warrant. Any change will require a review and prior written approval by the Department District 3 Office.

(33) By its final inspection approval and/or review and approval of information and documents submitted to the Department per this Permit, the Department shall in no way assume any responsibility or liability.

(34) As a condition for issuance of this Permit, in addition to the insurance required above, Permittee agrees to:

(a) obtain, at its sole cost and expense, Commercial General Liability and Excess Insurance for the Permit and Project, naming the State of Connecticut as an additional insured and providing for contractual liability for indemnification of the State for personal injury or property damage to third parties in lieu of the Town's present \$1,500,000 Self Insured Retention ("SIR"). The Permittee shall maintain said insurance coverage until the Permittee and State enter into a Maintenance Agreement ("Encroachment Agreement") for the Project.

(b) obtain, at the time of completion of the work authorized under this Permit, at its sole cost and expense, Commercial General Liability and Excess Insurance for the Project, which for the purposes of this section and section (35) of this Permit, includes the sewer infrastructure installed under Encroachment Permit No. 301568, naming the State of Connecticut as an additional insured and providing for contractual liability for indemnification of the State for personal injury or property damage to third parties in lieu of the Town's present \$1,500,000 Self Insured Retention ("SIR"). The Permittee shall maintain said insurance coverage until the Permittee and State enter into a Maintenance Agreement ("Encroachment Agreement").

(35) As a further condition for the issuance of this Permit, Permittee agrees that by no later than September 20, 2018 (unless that date is extended by the Department's Commissioner), it shall enter into a Maintenance Agreement (aka Encroachment Agreement) with the Department. The Permittee agrees that it will, in addition to other contractual provisions (including indemnification and insurance):

(a) accept a provision in that agreement requiring the Town of Greenwich to obtain, at its sole cost and expense, Commercial General Liability and Excess Insurance for the Project, naming the State of Connecticut as an additional insured and providing for contractual liability for indemnification of the State for personal injury or property damage to third parties in lieu of the Town's \$1,500,000 SIR (or such higher amount, if the Town has increased its SIR).

(b) inform the Department if, at any time, the Town changes its SIR and simultaneously present evidence to the Department that it has purchased and is retaining, at its sole cost and expense, increased Commercial General Liability and Excess Insurance for the Project, naming the State of Connecticut as an additional insured and providing for contractual liability for indemnification of the State for personal injury or property damage to third parties in lieu of the Town's SIR.

PERMITTEE'S SIGNATURE	DATE	
CONTRACTOR- PERMITTEE'S SIGNATURE	DATE	
DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS BY Stephen P. Moran	DATE	DISTRICT MAINTENANCE DIRECTOR

Agreement No.

ENCROACHMENT AGREEMENT

Between

THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

And

THE TOWN OF GREENWICH

ROUTE: I-95 SB TOWN: GREENWICH DISTRICT: 3

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, A.D., 2017, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herin by Cosmo Ignoto, Bureau Chief, Bureau of Highway Operations, duly authorized, hereinafter referred to as the "State", and the City of Greenwich, having a place of business at 101 Field Point Road, Greenwich, Connecticut 06830, acting herein by First Selectman Peter Tesei, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to construct, operate and maintain Sewage Force Main within the State highway right-of-way, along I-95 southbound, in the Town of Greenwich, hereinafter referred to as the "Project"; and

WHEREAS, the Project is more fully described and defined in the following documents:

- (a) Encroachment Permit No. 3018024;
- (b) "Highway Encroachment Permit Regulations, Connecticut; Department of Transportation, 1992 Edition";
- (c) "Exhibit A - Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation", dated April, 2012;
- (d) Plans Entitled: TOWN OF GREENWICH CONNECTICUT DEPARTMENT OF PUBLIC WORKS, DIVISION OF SEWERS, OLD GREENWICH COMMON FORCE MAIN, SEGMENTS 9B, 10 AND 11 FORCEMAIN REPLACEMENT, CONTRACT NO. 6049, PROJECT NO. 16-6049, December 2016.

all of which are hereinafter referred to as the "Supporting Documents" and are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows:

SECTION 1. DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as the construction, operation and maintenance of a Sewage Force Main within the State highway right-of-way along Route 9 in the City of Middletown.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

SECTION 2 THE SECOND PARTY SHALL:

- .2.01 Entirely at its own expense, construct, use and maintain the Project described and defined in the Supporting Documents identified hereinabove, subject at all times to all of the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the parties hereto that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entireties.
- 2.02 Agree that the effective date of the Permit identified hereinabove as a component of the Supporting Documents, shall only be established when all requirements for the effectuation of such Permit are met, and the said Permit is to remain in effect until the date of expiration set forth therein unless the same is terminated by revocation by the State, in accordance with the terms of this Agreement, it being understood and agreed by the parties hereto that the said Permit is limited solely to the herein described Project.
- 2.03 Maintain the State highways and State Right of Way and Metro-North Right of Way specified in the Permit identified hereinabove in accordance with State standards of maintenance as

the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance shall include but not be limited to: Install Force Main pipe and fittings, aerial force main utility bridge, foundations and abutments, interconnecting piping, valves, and a drain manhole connection in Greenwich Connecticut as shown in the latest revision of plans entitled; TOWN OF GREENWICH CONNECTICUT DEPARTMENT OF PUBLIC WORKS, DIVISION OF SEWERS, OLD GREENWICH COMMON FORCEMAIN, SEGMENTS 9B, 10 AND 11 FORCEMAIN REPLACEMENT, CONTRACT NO. 6049, PROJECT NO.16-6049 December 2016.

- 2.04 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.
- 2.05 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether State, Federal, or Municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.
- 2.06 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all

damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with the respect to the operations performed by the second party and/or its subcontractor(s), the Second Party shall carry, and/or require each subcontractor to carry Railroad Protective Liability insurance providing at least (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and with the State, if not falling within the above-listed categories, also named as an insured party. If such insurance is required, the Second Party shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

(d) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(e) CERTIFICATE OF INSURANCE

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of

Insurance.

(f) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

2.07 (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an

additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage."

2.08 In addition to Section 2.07 of this Agreement, the Second Party hereby agrees as follows:

- (a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.
- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.
- (c) "Hazardous Substances" shall mean any and all materials, chemicals or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
 - (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
 - (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
 - (g) This provision shall survive this Agreement.
- 2.09 Agree that nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.
- 2.10 Comply with "Exhibit A - Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation", dated April, 2012, attached herewith, and all "Mandatory State and Federal Administrative Requirements", incorporated herein by reference and attached herewith as "Exhibit B", as may be amended from time to time, and all Schedules, as may be amended from time to time, attached herewith, which are also hereby made part of this Agreement.
- 2.11 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a Supplemental Agreement properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

- 3.01 Allow the Second Party to construct, operate and maintain the "Sewer Force Main" in the manner and to the extent as is more particularly described in Article 2.03 hereinabove and on the attached Plans entitled: TOWN OF GREENWICH CONNECTICUT DEPARTMENT OF PUBLIC WORKS, DIVISION OF SEWERS, OLD GREENWICH COMMON FORCE MAIN, SEGMENTS 9B, 10 AND 11 FORCEMAIN REPLACEMENT, CONTRACT NO. 6049, PROJECT NO.16-6049 December 2016.
- 3.02 Make periodic inspections, as determined by the District 3 Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall

be reported through the District 3 Maintenance Director's Office, State Department of Transportation, in writing, to the Office of the Second Party's First Selectman.

- 3.03 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Project requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.
- 3.04 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all insurance required by the State as a condition precedent to the issuance of such permits that concern the Project being maintained by the Second Party pursuant to this Agreement.
- 3.05 Reserve the right to investigate and to inspect at all times, all phases of the Project including appurtenances.
- 3.06 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY AGREE:

- 4.01 That, if in the opinion of the State, the Project malfunctions or ceases to function or causes any damage or any threat of damage to State property, the Second Party with the written permission of the State at each occurrence, shall immediately repair such damage and/or remove any such threat of damage to State property to the satisfaction of the State (in addition to any payment(s) of damages to third parties, if any) or after written notice to the Second Party, the State shall take steps to repair such damage and/or remove any such threat of damage to State property and all costs incurred thereby shall be reimbursed by the Second Party to the State, it being understood and agreed by the Second Party that any and all consequential damages, if any, resulting from such action(s) of the State in repairing such damage and/or removing any such threat of damage, shall be borne completely by the Second Party in addition to the reimbursement(s) to the State herein specified.
- 4.02 That this Agreement shall commence and take effect upon its execution by the State.
- 4.03 That any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such notice -

Commissioner of Transportation

Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such notice:

First Selectman
Town of Greenwich
101 Field Point Road
Greenwich, Connecticut 06830

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the parties to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

4.04 That the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".

4.05 That the Second Party shall record the Agreement (including any supplements thereto, if any) in the Land Records of the town(s) wherein the Project is located, at no expense to the State; and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure to record the Agreement as specified herein, is understood to be sufficient grounds for the State to revoke the Permit, terminate the Agreement, or both, whichever is (are) deemed appropriate by the State.

- 4.06 That the duration of the Agreement shall not be limited by the term of the Permit issued by the State, but shall remain in full force and effect until the State and the Second Party mutually agree in writing to terminate the Agreement. However, it is mutually agreed by the Parties hereto that the State, upon written notice, may, in its sole discretion, terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.
- 4.07 That the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.
- 4.08 That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- 4.09 That all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.
- 4.10 That this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the Parties hereto and shall supersede all previous communications,

representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both Parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.

- 4.11 That in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

Agreement No.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JAMES REDEKER, COMMISSIONER

By: _____

Name:

Cosmo Ignoto
Bureau Chief
Bureau of Highway Operations

Date: _____

Name:

STATE OF CONNECTICUT)
) ss: Newington A.D., 2017
COUNTY OF HARTFORD) Date

Personally appeared for the State, Cosmo Ignoto, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief, Bureau of Highway Operations, before me.

My Commission Expires:

Notary Public

Date: _____

Agreement No.

WITNESSES:

SECOND PARTY
Town of Greenwich

By: _____

Name:

Peter Tesei
First Selectman

Date: _____

Name:

STATE OF)
COUNTY OF)

ss:

A.D., 2017

Personally appeared for the Second Party, Peter Tesei, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of Town of Greenwich, and his free act and deed as First Selectman, before me.

My Commission Expires:

Notary Public

Date: _____

EXHIBIT A
STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS
CONNECTICUT DEPARTMENT OF TRANSPORTATION
April, 2012

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

(1) The Second Party shall not perform any maintenance prior to the effective date of the Permit specified as a component of the Supporting Documents identified in the Agreement.

(2) The Second Party shall assume all maintenance of the Project from the effective date of the Permit and through completion of the Project. Such maintenance shall include, but not be limited to, the adequate maintenance and protection of traffic at all times during all phases of the Project in accordance with the terms of the Permit.

(3) The Second Party shall provide, upon the completion of the Project, and upon obtaining written permission of the State on each such occurrence, all physical maintenance of all portions of the Project within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.

(4) In the event that the State deems it advisable, convenient or necessary to design, construct, reconstruct, install or maintain a highway or portion thereof or any storm drainage facilities or any other highway appurtenance or construction activity within the Project area, the Second Party shall bear the entire cost of relocating the Project that may be required as a result of such future State activity.

(5) The Second Party acknowledges that notwithstanding the fact that it may be eligible for reimbursement from the State under the laws of the State of Connecticut, for its costs to readjust, relocate or remove the Project within or from the State highway right of way, the Second Party, on behalf of itself and its successors in interest, does herein waive any right to reimbursement that it may have against the State with respect to the Project.

This provision shall survive the Agreement.

EXHIBIT B
and Schedules 1-3
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - (iv) Has not, within a five-year period preceding this Agreement, had one or

more public transactions (Federal, State or local) terminated for cause or default.

- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

- (5) This clause applies to those second parties who are or will be responsible for compliance with the terms of the American with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
- (6) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as set forth in Exhibit B, Schedule 3 (attached herewith and incorporated by reference), as may be amended from time to time, as a material term of any contracts/ agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/ agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



Schedule 2
CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106

Tel. (860) 566-4472
Facs. (860) 566-3806

Web: www.ethics.state.ct.us

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office

of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. Ethical Considerations Concerning Bidding and State Contracts: DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 - 1. The number of minority and non-minority group members and women employed in each classification on the project;
 - 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11.

Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

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ATTACHMENTS

FOR

ITEM # 25

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KATIE DELUCA, AICP
DIRECTOR PLANNING AND ZONING/ZONING
ENFORCEMENT COORDINATOR/TOWN PLANNER



PATRICK LAROW, AICP
Deputy Director Planning and Zoning/Assistant
Town Planner

MARISA ANASTASIO, Planner II
SHANICE BECKER, Planner I
LAUREN LOCKWOOD, Applications Coordinator

PLANNING AND ZONING - LAND USE DEPARTMENT

January 23, 2018

Karen Rehm
24 Hendrie Drive Extension
Old Greenwich, Ct. 06870

RECEIVED

FEB 5 2018

SELECTMEN'S OFFICE

Re: Street Name Change

Dear Ms. Rehm:

The below listed departments have approved the proposed name change and therefore the Planning and Zoning Dept. also has approved the change of **Hendrie Drive Extension**, public street, to **Monty Point**. The next step is for you, the applicant, to present the petition to the Board of Selectmen, who will then send it to the Representative Town Meeting for Final Approval. The Selectmen's office will verify abutting ownership and notify the agencies and individuals listed below, upon approval.

Police Dept.	Town Clerk	Abutting Property Owners
Fire Dept.	Building Inspector	Planning and Zoning Office
Highway Dept.	Post Office	Board of Education
Tax Assessor	Registrar of Voters	Zoning Enforcement Officer

Sincerely,

Katie Deluca
DIRECTOR PLANNING AND ZONING/ZONING
ENFORCEMENT COORDINATOR/TOWN PLANNER



Town of Greenwich
Planning & Zoning Department
Town Hall - 101 Field Point Road, Greenwich, CT 06836-2540
Phone 203-622-7894 - Fax 203-622-3795

Signature required
Type online, print & sign

PETITION FOR STREET NAME CHANGE

"We, the undersigned, being all of the property owners abutting upon that portion of

Hendrie Drive Extension, a Public street, located in the
(name of street) (public or private)

Town of Greenwich, which commences at the intersection of Hendrie Drive Extension & Cove Ridge Ln and which ends
(intersecting street)

at the end of Hendrie Drive Extension, for a length of 400 feet, more or less, and being
(intersecting street or cul-de-sac)

desirous of changing the name to Monty Point do hereby affix our names below indicating
our desire and approval of such change, and do hereby render notice to the Town of Greenwich and all interested
agencies thereof, of the change of name as aforesaid." Said road meets all the standards, and has been approved by the
Department of Public Works.

DATED AT GREENWICH, CONNECTICUT

<u>12/21/17</u> (date)	House of Rose 2 LLC as 50% owner of 23 Hendrie Drive Extension (printed name)	<u>[Signature]</u> (signature)
<u>12/21/17</u>	House of Monty LLC as 50% owner of 23 Hendrie Drive Extension	<u>[Signature]</u>
<u>12/21/17</u>	House of Monty Hendrie LLC as owner of 24 Hendrie Drive Extension	<u>[Signature]</u>
	(these are the only property owners on Hendrie Drive Extension)	

Attached to this Notice should be an Affidavit indicating that this has been duly filed in the office of the Town Clerk, the
wording of which should be as follows:

"_____, being duly sworn, deposes and says that he has compared the
foregoing copy with the original thereof, which has been duly filed in the office of the Town Clerk, Greenwich,
Connecticut on the _____ day of _____, and that it is a true copy thereof."

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ day of _____

Signed: _____