

RTM

April 16, 2018

ATTACHMENTS

FOR

ITEM # 7, 16 & 17

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ITEM NO. 7

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Local 1042 IAFF 2015 - 2019 Cost of Labor Settlement

	<u>Base Year</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>% Change Over Term</u>
<u>Base Wages</u>	\$7,804,069	<u>102.50%</u> \$7,999,171	<u>102.50%</u> \$8,199,150	<u>102.25%</u> \$8,383,631	<u>101.50%</u> \$8,509,386	9.04% per yr avg 2.26%
<u>Other Wages</u>						
Overtime	\$1,603,519	\$1,643,607	\$1,684,698	\$1,722,603	\$1,748,442	
Out of Class	\$185,916	\$190,564	\$195,328	\$199,723	\$202,719	
Holiday	\$514,014	\$526,864	\$540,036	\$552,187	\$560,470	
Stipends	\$690,949	\$690,949	\$690,949	\$690,949	\$690,949	
Shift Diff. Uniform Allow.	\$206,291	\$206,291	\$206,291	\$206,291	\$206,291	
<u>Wage Totals</u>	\$11,004,759	\$11,257,447	\$11,516,452	\$11,755,384	\$11,918,257	2.30% 2.30% 2.07% 1.39% 8.30% per yr avg 2.08%
<u>Insurance</u>						
Medical	\$2,523,561	\$2,679,452	\$2,908,000	\$3,513,769	\$2,303,217	
Life, ADD and Line of duty	\$17,338	\$17,762	\$18,196	\$18,597	\$28,499	
<u>Insurance Totals</u>	\$2,540,900	\$2,697,213	\$2,926,196	\$3,532,366	\$2,331,716	6.15% 8.49% 20.72% -33.99% -8.23% per yr avg -2.06%
<u>Retirement</u>						
DB Tier I 1	\$ 8,066,433	\$ 8,268,094	\$ 8,474,797	\$ 8,665,479	\$ 8,395,668	
DB Tier II 2	\$ 1,283,296	\$ 1,315,379	\$ 1,348,263	\$ 1,378,599	\$ 1,799,072	
401-k Town Match	\$160,376	\$160,376	\$160,376	\$160,376	\$160,376	
Medicare (1.45%)	\$159,569	\$163,233	\$166,989	\$170,453	\$172,815	
OPEB 3	\$201,226	\$186,497	\$216,042	\$181,610	\$235,496	
<u>Retirement Totals</u>	\$9,870,901	\$10,093,579	\$10,366,466	\$10,556,518	\$10,763,426	9.04% per yr avg 2.26%
<u>Contract Totals</u>	\$23,416,559	\$24,048,239	\$24,809,114	\$25,844,268	\$25,013,399	2.70% 3.16% 4.17% -3.21% 6.82% per yr avg 1.70%

Notes

1. Retirement Tier I - Normal cost 18.06% of payroll for 88 employees; 84 in 2018/2019.
2. Retirement Tier II - Normal cost 15.56% of payroll for 14 employees; 18 in 2018/2019.
3. OPEB costs based on actuarial valuation for that respective FY. The SPP lower premiums will be factored in the FY19/20 OPEB valuation.



TOWN OF GREENWICH

Finance Department

Peter P. Mynarski, Jr., Comptroller

TO: David Detjen, Chairman
Labor Contracts Committee

FROM: Peter Mynarski, Comptroller

DATE: March 12, 2018

SUBJECT: REQUIRED CONFIRMATION OF THE ESTIMATED COSTS FOR
THE 2015-2019 LABOR SETTLEMENT BETWEEN THE TOWN OF
GREENWICH AND LOCAL 1042 I.A.F.F., AFL-CIO

As required by the Representative Town Meeting Sense of the Meeting Resolution, Item 22, Paragraph 3, dated June 9, 1980, I am certifying the attached estimate of annual costs to the Labor Contracts Committee and the Representative Town Meeting for April 16, 2018 are correct and I am in agreement.

3/12/2018
Date

Peter P. Mynarski, Jr.
Comptroller

cc: Alfred C. Cava, Director of Labor Relations

SUMMARY OF NEGOTIATED CHANGES
LOCAL 1042 IAFF LABOR SETTLEMENT 2015 – 2019

Article	Section	Summary of Negotiated Changes
Article III	A(2)	Add new paragraph implementing five-day payroll lag.
Article III	B (1)	Amend language for July 1, 2015 general wage increase of 2.5%
Article III	B(2)	Amend language for July 1, 2016 general wage increase of 2.5%
Article III	B(3)	Amend language for July 1, 2017 general wage increase of 2.25%
Article III	B(4)	Amend language for July 1, 2018 general wage increase of 1.5%
Article III	E	Amend language to provide for electronic pay advice.
Article IV	I	Include language as to current practice that a member of the bargaining unit elected as a Trustee to the Retirement Board shall be released from duty, if working, to attend the monthly Retirement Board meeting.
Article VI	J	Increase hourly rate for fire watch detail for non-town organizations to \$75 from \$65.
Article IX	A 2 nd para.	Workers compensation payments to be based on rank that the member was working at time of injury.

Article	Section	Summary of Negotiated Changes
Article XI	C	Add courses sponsored by the CT. Fire Academy as to approved training for which member may use vacation time to attend.
Article XII	A-D	Provide for elimination of POS option effective January 1, 2017 with all employees migrating to High Deductible Health Plan.
Article XII	A-D	Provide for wellness program including a 10% increase in premium cost share to 20% for non-participants.
Article XII	A-D	Provide for a \$3,000/\$6,000 high deductible option with no HSA contribution.
Article XII	A-D	Effective July 1, 2018 all employees migrate to the Connecticut State Partnership Plan.
Article XII	E	Non substantive changes made to prior effective dates of dental plan changes.
Article XII	F	Basic term life insurance increased to 1.5 times base salary from 1 time base salary and line of duty death increased to \$400,00 from \$200,000.
Article XII	G	Effective July 1, 2018 retirees who elect medical insurance are limited to Connecticut Partnership Plan options.
Article XV		Amend language to provide for current practice of on-line access to employee retirement accounts.
Article XVII	B	Provide language that department shall make reasonable efforts to provide two-week notice of date and time of annual department physical.
Article XX	L	Clarify that seniority points on a promotional exam are based on service time in rank.

Article	Section	Summary of Negotiated Changes
Article XX	M	New paragraph to provide that each responding apparatus shall be staffed by three personnel from the bargaining unit (present staffing practice).
Article XXII	B	Amend duration provision to be consistent with 2015-2019 agreement.
Appendix I		Amend wage schedule to reflect GWI increases.
Appendix VI		Eliminate POS summary of benefits and replace with \$3000/\$6000 high deductible health plan.
Appendix VII		Eliminate prescription drug coverage appendix and re-letter remaining appendices.

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ITEM NO. 16

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Greenwich Pool at Byram Park
Attention: Greenfingers Garden Club

Possible plant selections

LATIN NAME

ALCHIMILLA MOLLIS
AMSONIA HUBRECTI
ANEMONELLA THALICTROIDES
ANENOME CANADENSIS
ASCLEPIS 'ICE BALLET'
ASTER OBL. RAYMONDS FAVORITE
BAPTISIA
CAREX GRAYI/MUSKINGUMENSIS/STRICTA
EUTROCHIMUM
GERANIUM X JOHNSONII 'JOHNSON'S BLUE'
GLEDITSIA TRIACANTHOS
HEMEROCALLIS 'STELLA DE ORO'
IRIS VERSICOLOR
ITEA VIRGINICA
LOBELIA CARDINALIS
LYCHNIS CHAL. RAUHREIF
MALUS X ZUMI 'CALOCARPA'
MISCANTHUS SINENSIS 'MORNING LHT'
MONARDA DIDYMA 'JACOB CLINE'
MORELLA PENNSYLVANICA
PENNISETUM 'HAMELN'
PEROVSKIA ATRIPLICIFOLIA
PODOPHYLLUM PELTATUM
PRUNUS 'OKAME'
ROSA PALUSTRIS
ROSA RUGOSA
RUDBECKIA HIRTA
SALVIA NEMOROSA 'CARDONNA'
SAMBUSCUS CANADENSIS 'YORK'
SOLIDAGO GOLDEN FLEECE
TIARELLA 'CORDIFOLIA'
THELYPTERIS NOVEBORACENSIS
TRILLIUM GRANDIFLORUM

COMMON NAME

LADYS MANTLE
BLUE STAR
RUE ANENOME
CANADA ANENOME
MILKWEED
ASTER
FALSE INDIGO
SMALL NATIVE GRASSES
JOE-PYE WEED
GERANIUM
HONEY LOCUST
DAYLILY
BLUE FLAG IRIS
VIRGINIA SWEETSPIRE
LOBELIA
CATCHFLY
REDBUD CRABAPPLE
SILVER GRASS
BEEBALM
BAYBERRY
DWARF ORNAMENTAL GRASS
RUSSIAN SAGE
MAYAPPLE
OKAME CHERRY TREE
SWAMP ROSE
RUGOSA ROSE
BLACK-EYED SUSAN
SALVIA
ELDERBERRY
GOLDEN ROD
FOAM FLOWER
NEW YORK FERN
WOOD LILY

THANK YOU

ATTACHMENTS

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**TOWN OF
GREENWICH**

Office of First Selectman (203) 622-7710 Fax (203) 622-3793

Town Hall- 101 Field Point Road - Greenwich, CT 06830

E-Mail: ptesei@greenwichct.org

www.twitter.com/GreenwichFirst

Peter J. Tesei
First Selectman

TO: Katie DeLuca

FROM: Peter J. Tesei

DATE: February 28, 2018

SUBJECT: Municipal Improvement Referral Lease between Town of Greenwich and New Cingular Wireless PCS, LLC (AT & T).

At a meeting of the Board of Selectmen on February 27, 2018, the Board unanimously voted to approve the referral to the Planning and Zoning Commission of the lease between the Town of Greenwich and Cingular Wireless PCS, LLC (AT&T) at the Griffith E. Harris Golf Course.

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

cc: Joseph Siciliano
Aamina Ahmad

2/2018

Draft

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 **Schedule 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.

E. Alterations and Improvements

LESSEE may undertake and complete, at its sole cost and expense, alterations and improvements to the Premises to the extent necessary for the maintenance and repair of the antennae and related equipment, provided that no such improvements to or alterations of the Premises may be made without the prior written approval of the Commissioner of Public Works of the TOWN and the Director of Parks and Recreation of the TOWN, and without obtaining all necessary permits and other regulatory or administrative approvals that are normally incidental to the progress and satisfactory conclusion of said maintenance and repair. In addition, prior to conducting such maintenance and repair, LESSEE shall notify 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 lessors 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.

(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 C** 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 D** 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 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) 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 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 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 that do not result 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

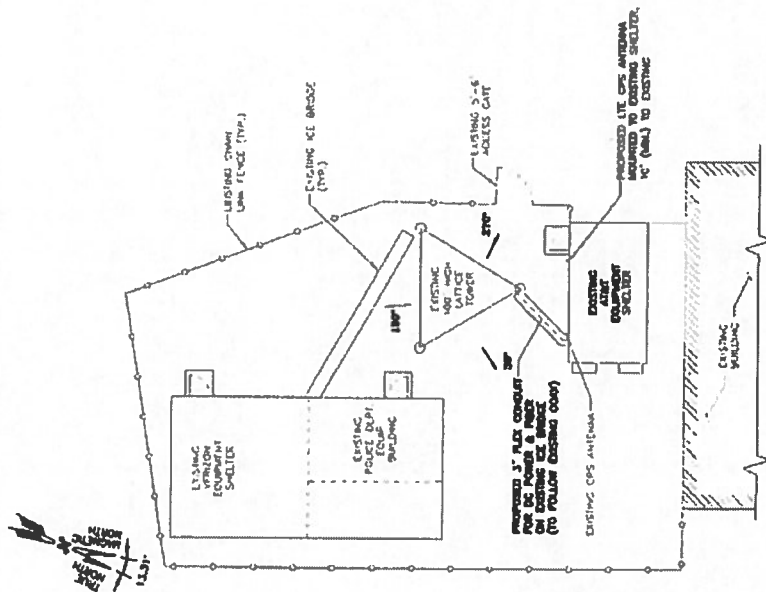
The foregoing instrument was acknowledged before me this day _____ of _____, 2018, by Peter J. Tesei, First Selectman of the Town of Greenwich, as the duly authorized act of the Town of Greenwich.

Notary Public
Commissioner of the Superior Court

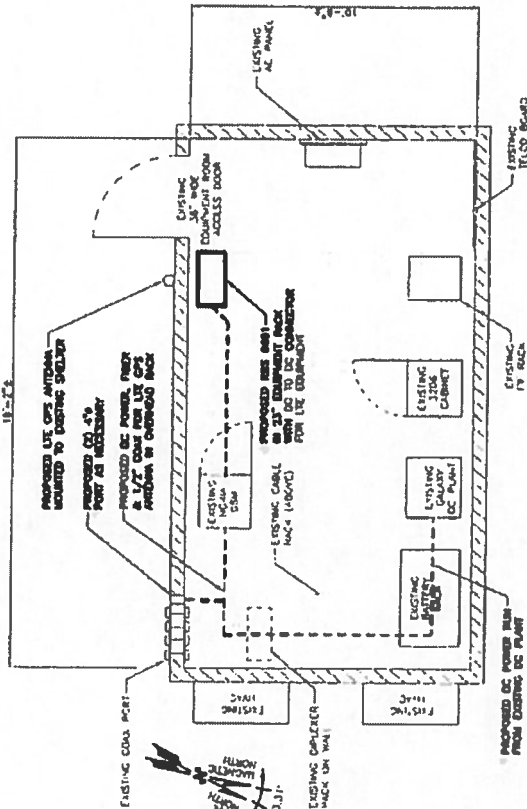
STATE OF))
COUNTY OF) ss:

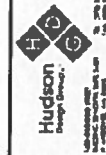
The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who acknowledged him/herself to be the _____ of NEW CINGULAR WIRELESS PCS, LLC and that he/she, as such _____ of the company executed the foregoing instrument as the duly authorized act of NEW CINGULAR WIRELESS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

Notary Public
Commissioner of the Superior Court



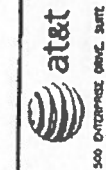
100





22 KIDWORTH DRIVE
SALEM, NH 03078

BITE NUMBER: CT2347
SITE NAME: GREENWICH
KING STREET
1323 KING STREET
GREENWICH, CT 06831



DATE		TIME		LOCATION		REMARKS	
DAY	MONTH	YEAR	HOUR	MINUTE	PLACE	NO.	DESCRIPTION
1	10	1970	10	10	10	10	10
2	10	1970	10	10	10	10	10
3	10	1970	10	10	10	10	10
4	10	1970	10	10	10	10	10
5	10	1970	10	10	10	10	10
6	10	1970	10	10	10	10	10
7	10	1970	10	10	10	10	10
8	10	1970	10	10	10	10	10
9	10	1970	10	10	10	10	10
10	10	1970	10	10	10	10	10
11	10	1970	10	10	10	10	10
12	10	1970	10	10	10	10	10
13	10	1970	10	10	10	10	10
14	10	1970	10	10	10	10	10
15	10	1970	10	10	10	10	10
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17	10	1970	10	10	10	10	10
18	10	1970	10	10	10	10	10
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22	10	1970	10	10	10	10	10
23	10	1970	10	10	10	10	10
24	10	1970	10	10	10	10	10
25	10	1970	10	10	10	10	10
26	10	1970	10	10	10	10	10
27	10	1970	10	10	10	10	10
28	10	1970	10	10	10	10	10
29	10	1970	10	10	10	10	10
30	10	1970	10	10	10	10	10
31	10	1970	10	10	10	10	10

AT&T	COMPASS & EQUIPMENT PLANS	QTY
1	1	1