

Town of Danville
Board of Selectmen
January 20, 2015
7:00 pm

Selectmen Present: Chairman Shawn O'Neil, Vice-Chair Chris Giordano, Annemarie Inman, Michelle Cooper, Kimberly Farah

Others present: James George – Bluesky Towers, LLC, Mary Ann DiStephano

Chairman O'Neil opened the meeting with a moment of silence for the troops who put themselves in harms way. All stood for the Pledge of Allegiance.

I. Delegate – none

II. Bluesky Towers, LLC. James George

James George of Bluesky Towers LLC gave the Board a presentation of the proposed lease of the land for two cell towers. The money to be made by the town was broken into the towers carrying one, two, and three-five carriers. The presentation outlined the lease option, the lease term, and the tenant/carrier revenue for the town. (documents attached)

Jim stated he would like to attend the Deliberative session in case there are any questions from the residents and stated he would forward the entire 24-page draft lease to Patty so it can be made available to the public. Patty was instructed to upload the draft to the town website.

III. Warrant Articles

Vice-chair Giordano made the motion, seconded by Selectman Inman, to appoint Brenda Whitehouse and Ann Powers to the Recreation Committee; motion passed.

Selectman signed paperwork formally delegating the issuing of use permits for alcoholic beverages at the Community Center to the Community Center Management Committee.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to authorize the chair to sign the Certificate for Health Trust to Protect Information; motion passed and document was signed.

Selectman signed payroll and vendor warrant 2015-2 and 2015-2 addendum. Selectman signed a request to the treasurer for reimbursement from the Public Safety Revolving Fund for monies paid to inspectors for permitted inspections.

Vice-chair Giordano made the motion, seconded by Selectman Farah, to authorize the chair to sign the special permit application from Dragon Mosquito; motion passed and application was signed.

Selectman discussed the deposit of net income from billable incidents of the Fire Department. Patty stated she would request the billing breakdown and costs from Chief Woitkun.

Patty was asked to add the school deliberative session, Thursday, February 5 at 7:00PM at the high school gym to the CodeRed announcement planned for the town's deliberative session on Saturday, February 7 at 10:00AM at the Community Center.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to approve the January 12, 2015 minutes as written; motion passed. Selectman Farah abstained.

IV. Old / New Business

Vice-chair Giordano stated that he had been reviewing the subdivision regulations and he had amended a few sections and he would like to go over them with the Town Engineer. Since this would incur a cost, he wanted to have the Board agree to the review. The Board agreed.

Patty was asked to schedule the yearly gravel pit inspection with the Town engineer and note that it is usually done in the fall.

Selectman Farah stated that she had heard from the school regarding the Capital Improvement Committee and the Committee was planning to meet in February. She said she would keep the Board up to date.

Selectman Inman updated the Board on the Heritage Commission's filing with the State to add the Little Red School House to the National Historic register. She said the state has acknowledged the request and sent paperwork for the owners of the property, the Town of Danville, to sign and return that gives permission for the property to be put on the Register. Selectman Inman made the motion, seconded by Vice-chair Giordano, to authorize the chair to sign the permission document; motion passed and Chairman O'Neil signed the document.

Chairman O'Neil read the announcements.

At 8:30pm Selectman Inman made the motion, seconded by Vice-chair Giordano, to adjourn; motion passed.

Respectfully submitted,

Patricia Shogren
Selectman's Administrator

Attachment: 5 pages

Anchor Tenant - (1) Carrier on Tower- Ground Rent to Landlord

		Monthly Payment:		ESCALATOR - THREE(3) %	
		\$1,250.00		3.00%	
1 Carrier	Projected Revenue-25 Years	1.03			
	<u>Payable</u> <u>Rent</u>				
<u>Year</u>					
1	\$15,000.00				
2	\$15,450.00				
3	\$15,913.50				
4	\$16,390.91				
<u>5</u>	<u>\$16,882.63</u>	<u>\$79,637.00</u>	<u>5 yrs</u>		
6	\$17,389.11				
7	\$17,910.78				
8	\$18,448.11				
9	\$19,001.55				
<u>10</u>	<u>\$19,571.60</u>	<u>\$171,958.50</u>	<u>10 yrs</u>		
11	\$20,158.75				
12	\$20,763.51				
13	\$21,386.41				
14	\$22,028.01				
<u>15</u>	<u>\$22,688.85</u>	<u>\$278,983.05</u>	<u>15 yrs</u>		
16	\$23,369.51				
17	\$24,070.60				
18	\$24,792.71				
19	\$25,536.50				
<u>20</u>	<u>\$26,302.59</u>	<u>\$403,055.00</u>	<u>20 yrs</u>		
21	\$27,091.67				
22	\$27,904.42				
23	\$28,741.55				
24	\$29,603.80				
<u>25</u>	<u>\$30,491.91</u>	<u>\$546,888.00</u>	<u>25 yrs</u>		
TOTAL		\$546,888.96			

Co Locator Subtenant Revenue Share - Fixed at \$500.00

		Three Percent Escalator	
		Monthly Payment:	<u>3.00%</u>
<u>1 Carrier</u>	Projected Revenue-25 Years	<u>\$500.00</u>	1.03
		<u>Payable</u>	
<u>Year</u>		<u>Rent</u>	
1		\$6,000.00	
2		\$6,180.00	
3		\$6,365.40	
4		\$6,556.36	
<u>5</u>		<u>\$6,753.05</u>	<u>\$32,854.81</u>
6		\$6,955.64	
7		\$7,164.31	
8		\$7,379.24	
9		\$7,600.62	
<u>10</u>		<u>\$7,828.64</u>	<u>\$68,703.00</u>
11		\$8,063.50	
12		\$8,305.40	
13		\$8,554.57	
14		\$8,811.20	
<u>15</u>		<u>\$9,075.54</u>	<u>\$111,593.48</u>
16		\$9,347.80	
17		\$9,628.24	
18		\$9,917.09	
19		\$10,214.60	
<u>20</u>		<u>\$10,521.04</u>	<u>\$161,222.45</u>
21		\$10,836.67	
22		\$11,161.77	
23		\$11,496.62	
24		\$11,841.52	
<u>25</u>		<u>\$12,196.76</u>	<u>\$218,755.59</u>
TOTAL	\$218,755.59		

TALKING POINT 1 – OPTION PERIOD AND RIGHT TO LEASE

1. RIGHT TO LEASE.

(a) Landlord grants to Tenant right to lease a portion of the Property measuring approximately One Thousand Six Hundred Square Feet (1600 Square Feet) (60ft x 60ft) as described on attached **Exhibit 2**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 2** (collectively, the "**Premises**").

(b) From and after the date of this Lease as set forth above for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises for a wireless communications facility, as defined below, and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Testing Period, Tenant agrees to pay Landlord the sum of Two Hundred Dollars and 00/100 (\$200.00) within thirty (30) business days of the full execution of this Lease. The Testing Period will be for an initial term of Two (2) year (24 months) (the "**Initial Testing Period**") and may be renewed by Tenant for an additional one (1) year period ("Renewal Testing Period") upon written notification to Landlord and the payment of an additional One Hundred Dollars (\$100.00) no later than ten (10) days prior to the expiration date of the Initial Testing Period or current Renewal Testing Period.

(d) During the Initial Testing Period and any extension thereof, Tenant may commence the Initial Term of this Lease by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Lease. If Tenant does not commence the Lease during the Initial Testing Period or any extension thereof, this Lease will terminate and the parties will have no further liability to each other.

TALKING POINT -2 – TERM OF LEASE
James S. George – Blue Sky Towers, LLC

TERM.

(a) This Lease shall commence on date Tenant begins construction at the site (the "Commencement Date"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the term shall be for a period of one hundred twenty (120) months (Ten Years) following the Commencement Date ("Initial Term").

(b) Tenant shall have the option to extend the term of this Lease for Five (5) successive additional periods of sixty (60) months (Five Years) each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

TALKING POINT – 3 – ANCHOR TENANT RENT AND COLOCATION REVENUE SHARE

RENT.

Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of **One Thousand Two Hundred Fifty Dollars (\$1,250.00) ("Rent")**, on or before the fifth (5th) day of each calendar month in advance. Payments will be made via electronic funds transfer ("EFT") directly to Landlord's bank account unless otherwise directed. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date. **The Rent due hereunto, will be increased on each anniversary of the Commencement Date to an amount equal to the prior year monthly installment of rent, increased by 3% (three percent).** Tenant shall pay a "co-location" lease revenue share for the second and all subsequent sub-tenants on the facility (each a "Collocator" and together the "Collocators") thereafter at a rate of **Twenty Percent (20%)** of the net monthly rental proceeds received by Tenant from each applicable Collocator ("Revenue Share"). Tenant's Revenue Share payment to Landlord shall be due the following month after receipt of the rental proceeds from the Collocators. Monies collected by Tenant from the Collocators for utility installation and fees, structural upgrades to the facility, or other reimbursable costs and expenses and actual pass through costs paid to Tenant by the Collocators shall be excluded for purposes of calculating the Revenue Share