

**TOWN OF WEYMOUTH**

**IN COUNCIL**

ORDER NO. 23 131

NOVEMBER 8, 2023

INTRODUCED: MAYOR

**LEASE TERM OF WIRELESS COMMUNICATION SITE LEASE**

Upon request of his Honor, mayor Hedlund, the Town of Weymouth, through the Weymouth Town Council, and with the approval of the Mayor, authorized the Mayor to execute a five (5) year Lease Agreement (through September 30, 2028), with an automatic one time five (5) year extension term unless written notice to Town of Celco's intention not to exercise the extension at least five (5) months prior to the expiration of the initial term (through September 30, 2033), with Celco Partnership d/b/a Verizon Wireless, for the leasing of space in the lower cupola of Town Hall, located at 75 Middle Street, Weymouth, MA, as an Antenna Facility.

Passed in Council – -November 20, 2023

Presented to Mayor –November 21, 2023

A True Copy. Attest:

Approved 11/21/23  
Date



Kathleen A. Deree, Town Clerk



Mayor

YEAS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

NAYS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

ABSENT: Belmarsh

*Town of Weymouth  
Massachusetts*

Robert L. Hedlund  
Mayor

75 Middle Street  
Weymouth, MA 02189



Office: 781.340.5012  
Fax: 781.335.8184

[www.weymouth.ma.us](http://www.weymouth.ma.us)

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**MEMORANDUM**

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23 131

TO: TOWN COUNCIL  
CC: TED LANGILL, CHIEF OF STAFF  
JOHN MACLEOD, DIRECTOR OF ASSET MANAGEMENT  
FROM: ROBERT L. HEDLUND, MAYOR  
SUBJECT: LEASE TERM OF WIRELESS COMMUNICATION SITE LEASE  
DATE: NOVEMBER 8, 2023

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2023 NOV -8 AM 10:30

RECEIVED  
TOWN OF WEYMOUTH  
TOWN CLERKS OFFICE

I submit the following measure for consideration by Town Council:

“That the Town of Weymouth, through Town Council with the approval of the Mayor, hereby consent and authorize the Mayor to execute a five (5) year Lease Agreement (through September 30, 2028), with an automatic, one-time five (5) year extension term unless written notice to Town of Cellco’s intention not to exercise the extension at least five (5) months prior to the expiration of the initial term (through September 30, 2033), with Cellco Partnership d/b/a Verizon Wireless, for the leasing of space in the lower cupola of the Town Hall, located at 75 Middle Street, Weymouth, MA, as an Antenna Facility.”

**TOWN OF WEYMOUTH**  
**WIRELESS COMMUNICATIONS SITE LEASE**

**LESSOR:** Town of Weymouth  
75 Middle Street  
Weymouth, MA 02189

**LESSEE:** Cellco Partnership d/b/a Verizon Wireless  
One Verizon Way, MS4AW100  
Basking Ridge, NJ 07920

**TERM:** Initial Five (5) year term; One (1) Optional Extension;

**ANNUAL LEASE:** Fifty One Thousand Twelve Dollars, (\$51,012.00) with PIP;

**COMMENCEMENT:** October 1, 2023;

**SITE LOCATION:** Lower Cupola, 75 Middle Street, Weymouth, MA 02189

1. **Lease of Property:**

LESSOR hereby leases to LESSEE portions of the Property located at 75 Middle Street, Weymouth, MA shown on the town atlas as Map 18, Block 235, Lot 1, consisting of space inside the lower cupola (all as more particularly shown on Lease Exhibit A) for LESSEE to construct, install, operate, maintain, repair, replace, protect and secure, its radio fixtures and related equipment, cables, accessories and improvements (collectively, the "Antenna Facility"), including, without limitation, the right to install up to fifteen (15) panel antennas within the lower cupola of the Town Hall (antenna center line +/- AGL), to connect the antennas by coaxial cables to telecommunications equipment located in the attic of Town Hall and to connect the equipment to standard electric service, an emergency generator, and telephone service, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property, substantially in accordance with the plans and specifications as shown on Lease Exhibit A attached hereto and incorporated herein, as such plans and specifications may be modified and amended to accommodate the requirements of required governmental permits and approvals (hereinafter, "the Leased Premises").

LESSEE shall have a non-exclusive right and easement to the Leased Premises during normal business hours, as hereinafter defined, for ingress and egress, on foot or motor vehicle, including trucks, for the installation and maintenance of wireless communication equipment. LESSEE shall also have emergency access to the Leased Premises as further provided in paragraph 2 of this Lease.

2. **Hours of Access:**

- a. Normal Business Hours: Unless otherwise agreed by LESSOR to accommodate LESSEE's needs during construction or otherwise, which agreement shall not be unreasonably withheld or delayed, LESSEE's access shall be limited to access during normal business hours of the Town of Weymouth. For purposes of this Lease, normal business hours shall be defined as five days a week, Monday through Friday, from 8:30 a.m. to 4:30 p.m.
- b. Emergency Access: For purposes of this Lease, "emergency access" is defined as access at any time outside the normal business hours as defined above. LESSEE shall have twenty-four hour access to the Leased Premises in the event of an emergency provided, however, that LESSEE must be accompanied by Town of Weymouth personnel for emergency access and provided that LESSEE shall be responsible for paying any overtime or other costs incurred by LESSOR in connection with facilitating LESSEE's emergency access to the Leased Premises.

3. **Lease Term and Rental:**

The Initial Term of this Lease shall be for a period of five (5) years beginning on the date first written herein. The initial annual lease payment (ALP) for year one shall be in the amount of fifty one thousand twelve dollars, (\$51,012.00).

Rent Escalation: The annual lease payment increase percentage (PIP), is shown in the table below and escalated at the agreed rate of three percent (3 %) per year. No further escalation shall apply.

<u>Year</u>	<u>Annual Lease Payment</u>
1	\$51,012.00
2	\$52,542.36
3	\$54,118.63
4	\$55,742.19
5	\$57,414.46

Rent shall be paid monthly on the 15<sup>th</sup> of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rent shall be paid by check made payable to the Town of Weymouth and mailed or hand-delivered to:

Treasurer-Collector  
Town of Weymouth  
75 Middle Street  
Weymouth, MA 02189

Extension /Renewal of Term: One (1), five (5) year extension term. The extension shall be automatic unless LESSEE provides written notice to LESSOR of its intent not to exercise the extension at least at least five (5) months prior to the expiration of the then current term, provided that LESSEE is not in default of this Lease. The extension/renewal of this Lease shall be made by an amendment, mutually agreed to in writing, signed by both parties.

4. **Electric Service:**

LESSOR shall cooperate with LESSEE in any effort by LESSEE to obtain such electric service as may be necessary in connection with the operation of LESSEE's wireless communication equipment. The cost of obtaining and maintaining such electric service to the Leased Premises shall be paid by LESSEE. LESSEE shall have a separate electric meter installed for its electric service and LESSEE shall pay all costs related to said electrical service.

5. **Co-Locators and Non-Interference:**

Co-Locators: LESSEE acknowledges and agrees that this Lease is non-exclusive, and as such, LESSOR maintains the right to co-locate other wireless communications installations on the Leased Premises, and/or to execute such additional leases with other interested parties who wish to co-locate such wireless communication equipment on the Leased Premises as may be feasible.

LESSOR acknowledges and agrees that it will not permit the installation of any future wireless communication equipment which (a) results in technical interference problems with LESSEE's equipment or (b) encroaches on the leased premises. Prior to entering into any new lease agreement(s) with co-locators, LESSOR shall require the prospective tenants to demonstrate that their proposed wireless installation will not cause interference with any existing tenant(s)/LESSEE's facilities. This may necessitate an interference study, performed by a qualified radio frequency engineer, funded by any new/prospective tenants.

LESSEE acknowledges and agrees that in the event that a new installation causes interference with an existing installation, the new LESSEE will have thirty (30) days to cure the interference problems or they will be required to cease operations until such time as the interference problem is resolved.

LESSEE acknowledges and agrees that the Town of Weymouth reserves the right to utilize the top cupola for public safety, civil defense and a wireless wide area network on the top cupola. LESSEE agrees it will not cause interference to any of the Town's wireless equipment at the top cupola.

6. **Use:**

LESSEE shall use the Leased Premises for the purpose of constructing, maintaining, repairing, replacing and operating wireless communication equipment, which equipment shall

consist of the items described on Lease Exhibits A1 and A2, attached hereto and incorporated herein by reference.

LESSOR grants LESSEE the right to use such portions of LESSOR's property as is reasonably required for the construction, installation, maintenance, and operation of LESSEE's wireless communication equipment including: (1) the right of ingress and egress to and from the Leased Premises for construction machinery and equipment, (2) the right to use such portions of LESSOR's land as are reasonably necessary for storage of construction materials and equipment during installation of wireless communication equipment. LESSEE shall maintain the Leased Premises and all of LESSEE's improvements on the Leased Premises in a good condition.

7. **Maintenance:**

LESSEE shall properly maintain the wireless communication equipment in good order and working condition, keeping in continuous full compliance with all federal, state and local laws, rules, and regulations, including Part 17 of the Federal Communications Commission Rules and Regulations and any future amendments thereto. LESSEE shall maintain the Leased Premises in at least the same condition as they were prior to the installation of LESSEE's wireless communication equipment, reasonable wear and tear excepted. Any alternations or improvements shall be at LESSEE's sole cost and expense. In addition, any alterations shall be made in quality at least equal to the preexisting condition of the Leased Premises and shall conform to all statutory, regulatory, and ordinance requirements. Prior to making any alterations or improvements, LESSEE shall obtain LESSOR's consent, which shall not be unreasonably withheld or delayed.

LESSEE, except with the reasonable consent of LESSOR, shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any material alterations or improvements made by LESSEE and allowed as permanent by LESSOR shall become the property of LESSOR at the termination of occupancy as provided herein. Whether such alterations shall be allowed as permanent or shall be required to be removed at the end of the Lease term shall be LESSOR's sole, reasonable decision.

8. **Lessor's Access:**

LESSOR or agents of LESSOR may, at reasonable times, upon reasonable prior notice to and accompanied by a representative of LESSEE, enter to view the Leased Premises. In the event of an emergency or perceived emergency, LESSOR may enter to make repairs or to inspect without prior notice to LESSEE. Annually, at reasonable times, upon reasonable prior notice to and accompanied by a representative of LESSEE, LESSOR shall conduct an inspection of the Leased Premises. Notwithstanding the above, the only time LESSOR will be permitted to access the equipment area will be in the event of an emergency.

9. **Taxes:**

LESSEE shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the improvements constructed by LESSEE on the Leased Premises.

10. **Indemnification:**

The Vendor agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the Town, its agents, servants, employees, successors, heirs, executors, insurers, attorneys, administrators and all other representatives, of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in bid/contract, tort, or otherwise, on account of or in any way arising out of or relating to the supplies and services purchased under this bid/contract, including but not limited to incidents involving the Town's negligence. The Vendor's duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this bid/contract. The Town may assume its own defense after proper notice to the Vendor. If the Town assumes its own defense, the Vendor shall pay the Town its reasonable attorney's fees, costs, and expenses. If the Town assumes its own defense, the Vendor shall continue to have the duty to indemnify and hold harmless the Town.

11. **Insurance:**

- a. LESSEE shall maintain the following required insurance coverage.

General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;

Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;

Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152; and

Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate.

- b. **Fire Insurance:**

LESSEE shall, at all times during the term of this Lease or any extension thereof, at its own expense and cost, maintain, as part of its own property insurance, fire insurance for its wireless communication equipment, which insurance shall

provide protection against fire and the risks covered by: (i) the usual extended coverage endorsement; (ii) vandalism endorsement; and (iii) the so-called "all risk" endorsement. The minimum amount of fire insurance shall be the full replacement value of its wireless communications equipment at the Leased Premises. LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the Leased Premises or its contents or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or a similar body succeeding to its powers. LESSEE shall on demand, and with proper written documentation delivered to the LESSEE as specified under this Agreement, reimburse LESSOR all extra insurance premiums caused by LESSEE's use of the premises.

The LESSEE shall name the LESSOR as an "additional insured" under all insurance coverages required by this contract, with the exception of workers' compensation insurance. LESSEE shall further provide the LESSOR with a copy of the current "additional insured" endorsement page reflecting that the LESSEE added the LESSOR as an additional insured for each insurance policy to which the LESSEE added the LESSOR.

The LESSEE shall maintain the listed "insurance coverage" throughout the duration of this lease. If, at any time while this lease is in effect, any of the listed insurance coverages should lapse, the LESSEE shall immediately notify the LESSOR. Within thirty (30) days of any such lapse, the LESSEE shall provide the LESSOR with new "certificates of insurance" coverage.

12. **Fire and Casualty:**

When such fire or casualty renders the Leased Premises substantially unsuitable for their intended use, LESSEE may elect to terminate this Lease. LESSEE may terminate this Lease by giving written notice to LESSOR of its intention to do so within thirty (30) days after the date of such damage or destruction.

If LESSEE fails to notify LESSOR of its intention to terminate the Lease as specified in the immediately preceding paragraph, or if LESSOR fails to restore the Leased Premises to its prior condition within ninety (90) days of said damage, LESSOR may terminate this Lease.

13. **Environmental:**

LESSOR and LESSEE agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as many now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

LESSEE will be responsible for compliance with all Hazardous Materials Laws including for any required clean-up) pertaining to the operation of LESSEE's Antenna Facility on the



Property and LESSEE will indemnify and hold harmless LESSOR from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, to the extent of LESSEE's obligations to comply with or breach of this Paragraph.

14. **Default and Bankruptcy:**

In the event that: (1) LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after receipt of written notice thereof or (2) LESSEE shall default in the observance or performance of any other of LESSEE's covenants, agreements, or obligations hereunder or of any term, condition or provision or any permit, license or other like approval required for the operation of LESSEE's wireless communication equipment, and such default shall not be corrected within thirty (30) days after written notice thereof; provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion or (3) LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE's property for the benefit of creditors, then LESSOR shall have the right thereafter to re-enter and take complete possession of the Leased Premises, to declare the Term of this Lease ended, and remove LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

LESSEE shall indemnify LESSOR against all loss of rent for the then current term and other payments which LESSOR may incur by reason of such termination during the remainder of the then current lease Term. If LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in this Lease, then LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of LESSEE. If LESSOR makes any expenditure or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eight (8%) percent per annum and costs, shall be paid to LESSOR by LESSEE as additional rent. LESSOR shall give LESSEE 60 days' notice before any interest shall be charged.

15. **Termination:**

LESSEE: In the event that (a) any of the certificates, permits, licenses, or other approvals required by any federal state, and local authorities required for LESSEE operation is not issued, cancelled, expires, lapses, or is otherwise withdrawn or terminated by government authority so LESSEE in its sole discretion determines that it will be unable to use the Leased Premises for its intended purposes; or (b) LESSEE reasonably determines that the Leased Premises has become unsuitable for LESSEE's Facility due to subsequent changes in system or network design, then in such event LESSEE shall have the right to terminate this Agreement by written notice. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR by certified mail, return

receipt requested, and shall be effective thirty (30) days thereafter. All rent paid to LESSOR as of said effective date of termination, shall be kept by LESSOR and this Agreement shall become null and void and the parties shall have no further obligations, including the payment of money to each other.

16. **Surrender:**

LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's equipment, goods and effects from the Leased Premises, either inside or outside the Leased Premises and all alterations not accepted by LESSOR as permanent in accordance with Paragraph 9(a) above, including, without hereby limiting the generality of the foregoing, all improvements, fixtures and personal property constructed or installed on the Leased Premises by LESSEE, including panels, equipment building, radio, electronic, and/or electric equipment, cables, wire, and coax, restoring property to its original condition. LESSEE shall deliver to LESSOR the leased premises and all keys, locks thereto, if any, and other fixtures connected therewith and all allowed permanent alterations and additions made to or upon the Leased Premises, in its original condition, damage by fire or other casualty, reasonable wear and tear and damage properly attributable to LESSOR only excepted. In the event of LESSEE's failure to remove any of LESSEE's property from the premises within 60 days of the lease termination, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense and rent shall continue without a tenancy.

17. **Assignment:**

LESSEE may assign or sublet all or any part of this Lease, and all or any rights, benefits, liabilities and obligations hereunder, to (i) any person or business entity which is a parent or subsidiary of LESSEE, controls or is controlled by or under common control with LESSEE, is merged or consolidated with LESSEE or purchases a majority or controlling interest in the ownership or assets of LESSEE; or (ii) with LESSOR's consent which shall not be unreasonably withheld or delayed, any person or business entity which is licensed by the FCC to operate a wireless communications business. Upon notification to LESSOR by LESSEE of any such action, LESSEE will be relieved of all future performance, liabilities and obligations under this Lease to the extent of such assignment or sublease. LESSEE may not otherwise assign or sublet this Lease without LESSOR's consent. LESSEE shall provide LESSOR notice of any assignment under this paragraph within thirty (30) days after such assignment is completed and documented.

18. **Amendment:**

No Lease revision shall be valid unless made in writing and signed by a duly authorized agent of LESSEE and LESSOR acting by and through its Mayor. No provision may be waived except in a writing signed by the Mayor when such waiver is on behalf of LESSOR and a duly authorized signatory of LESSEE.

19. **Severability:**

If any term or condition of this Lease is determined to be held unenforceable, the remaining terms and conditions shall remain binding upon the parties as though said unenforceable provision were not contained herein.

20. **Interpretation:**

Unless otherwise specified, the following rules of construction and interpretation apply: (a) Captions are for convenient reference only and in no way define or limit the construction of the terms and conditions hereof; (b) use of the term "including" shall be interpreted to mean "including but not limited to"; use of the terms "termination" or "expiration" are interchangeable; use of the terms "will" and "shall" are interchangeable, and mandatory, rather than permissive; (c) except as otherwise expressly stated, whenever a party's approval or consent is required under this Lease, such consent shall not be unreasonably withheld or delayed; (d) reference to a default shall take into consideration any applicable notice, grace and cure periods; and (e) exhibits are an integral part of the Lease.

20. **Governing Law:**

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

22. **Notices:**

Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery or by certified mail in a sealed envelope, postage prepaid, addressed in the case of the LESSOR to:

Town of Weymouth  
75 Middle Street  
Weymouth, MA 02189  
Attn: Richard McLeod, Town Solicitor

With a copy to:

Mayor's Office  
Town of Weymouth  
75 Middle Street  
Weymouth, MA 02189

Addressed in the case of the LESSEE to:

Cellco Partnership d/b/a Verizon Wireless

SITE NAME: Weymouth Heights MA  
MDG Loc. ID: 5000139954

180 Washington Valley Road  
Bedminster, NJ 07921

23. **Entire Agreement:**

This Agreement contains all the agreements, promises and understandings between LESSOR and LESSEE and no oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any disputes, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

In Witness Whereof, the parties hereto have set their hands and affixed their respected seals.

**LESSOR: Town of Weymouth**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: Robert Hedlund

Title: Mayor

Dated: September 2023

**Approved as to Form:**

\_\_\_\_\_  
Richard McLeod, Town Solicitor

**LESSEE: Cellco Partnership d/b/a Verizon Wireless**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2023

*TOWN OF WEYMOUTH*

*IN COUNCIL*

ORDER NO. 23 132

NOVEMBER 8, 2023

INTRODUCED: MAYOR


APPOINTMENT TO THE CULTURAL COUNCIL, EVELYN CZAJA

Upon request of his Honor, Mayor Hedlund, and in accordance with Section 2-10 of the Weymouth Town Charter, the Town of Weymouth, through the Weymouth Town Council approved the appointment of Evelyn Czaja, 1 Tara Dr. to the Cultural Council. This is a 2-year term due to expire on June 30, 2025

Passed in Council – November 20 , 2023

Presented to Mayor -November 21, 2023

A True Copy. Attest:



Kathleen A. Deree, Town Clerk

YEAS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

NAYS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

ABSENT: Belmarsh

*TOWN OF WEYMOUTH*

*IN COUNCIL*

ORDER NO. 23 132

NOVEMBER 8, 2023

INTRODUCED: MAYOR

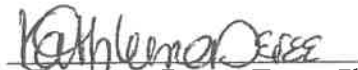
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Kiely, MacDougall, Mathews, Molisse, Shanahan

NAYS: Abbott, Belmarsh, Burga, DiFazio, Happel, Heffernan,  
Kiely, MacDougall, Mathews, Molisse, Shanahan

ABSENT: Belmarsh