



Joseph C. Sullivan, Mayor

**Disposition of Real Property via Lease
For Wireless Communication Purposes
Request for Proposals
River Street, Braintree**

Due: October 12, 2017 at 12:00 PM

Awarding Authority:

Mayor of Braintree, with the advice and counsel of the Chief Procurement Officer and Chief of Staff and Operations.

Contact:

Barbara Mello, Contract Administrator
One JFK Memorial Drive
Braintree, MA 02184
(781) 794-8145
bmello@braintreema.gov

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SECTION I. KEY DATES FOR THIS PROPOSAL

- September 21, 2017 First Advertisement in Patriot Ledger
- September 21, 2107 Website ad appears (on or before this date)

(Note: Central Register advertising is not required, due to the size of the parcel --- less than 2,500 SF)
- September 28, 2017 Second Advertisement in Patriot Ledger
- October 3, 2017 Deadline for questions to Contract Administrator at 12:00 PM (Noon)
- October 6, 2017 Last day Addenda will be issued
- October 12, 2017 Proposals Due in Contracts Administrator’s Office, no later than 12:00pm (Noon)
Public Opening to take place at that time.
- October 26, 2017 Expected Date for Notice of Award

SECTION II. INTRODUCTION

The Chief Procurement Officer for the Town of Braintree, at the direction of the Mayor, is soliciting proposals from interested parties to lease a parcel of property containing 600 square feet situated on Town of Braintree property for the purpose of housing and/or operating wireless communication equipment. The property is proximal to the Braintree Schools Building & Grounds Department Building located at the East Middle School on 300 River Street, and is shown in solid red in Exhibit 1. The site is a portion of Parcel #2009-0-14. The Town seeks to enter into a lease agreement with the successful respondent from December 1, 2017 through June 30, 2024, such lease to be substantially in the form described in Appendix G. There will be a provision for extensions of up to two (2) additional terms of five (5) years each. At the conclusion of the lease, the equipment may become the property of the Town of Braintree at which time the Town will renegotiate the lease at its discretion.

The Town reserves the right in its sole and absolute discretion, to reject any or all proposals, and to accept the proposal deemed to be in the best interest of the Town.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts for sale or all lease documents must be strictly awarded in accordance with the requirements of the Request for Proposal regarding Real Property Transactions. If it becomes necessary to revise any part of this RFP or otherwise provide

additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

SECTION III: PROJECT DESCRIPTION

- A) Existing Equipment: The subject property is adjacent to property currently under lease with Crown Castle Atlantic, LLC. There is a wireless communications facility located at the site that is the personal property of Crown Castle Atlantic, LLC.
- B) Ownership of Equipment: For the duration of the Lease, the wireless communication equipment shall be considered the personal property of the Tenant. At the Town's option when the Lease is terminated and upon the Town's advance written notice to the Tenant, the Tenant will leave the wireless communications equipment, related structures, foundation(s) and security fence to become the property of the Lessor.
- C) Site Adequacy: The Town makes no representations of any kind with respect to the site, its adequacy to support the equipment or its appropriateness for the intended use. Proposers will be permitted to inspect Town records relating to the site and will have access to the site to make inspections, perform engineering surveys and tests at their own expense and with the prior approval of the Town (see Section IV(D), "Site Visit"), and otherwise to assure themselves that the site will be suitable for the proposed use.
- D) Building Permits & Zoning Approval: The successful respondent will be responsible for obtaining all necessary building permits and zoning approvals.
- E) Insurance: The successful proposer must maintain insurance coverage in the following amounts. Within 10 days of the Notice of Award, a Certificate of Insurance must be supplied to the Town. Tenant is required by this agreement to name the Town of Braintree as an Additional Insured where indicated, and this shall be shown on the Certificate of Insurance. Further, Tenant is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.
1. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. Town to be named as Additional Insured;
 2. 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. Town to be named as Additional Insured;
 3. Property Coverage in an amount sufficient to cover the materials, supplies, and equipment. Town to be named as Additional Insured.
 4. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. Town to be named as Additional Insured; and

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

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Proposer to be awarded the Lease. The types of insurance and coverage limits stated herein are not intended in any way to limit the Tenant's liability for any damages arising from the Tenant's performance of services under the Lease.

Thirty days prior to each annual anniversary of the Lease commencement date, an updated Certificate of Insurance shall be provided to the Town, c/o the Contract Administrator.

The Tenant is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Tenant shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Proposer shall provide the Town of Braintree with a new certificate of insurance coverage.

- F) Hazardous Substances: Proposer must represent and warrant that the use of the property outlined in the lease agreement will not generate any hazardous substance, and that the successful responder will not store or dispose on any property of the Town of Braintree, nor transport to or over the roads of the Town of Braintree any hazardous substance. Responder further agrees to hold the Town of Braintree harmless from and indemnify the Town of Braintree against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorney's fees, costs, and penalties incurred as a result thereof except any release caused by the negligence of the Town of Braintree, its employees or agents. "Hazardous Substance" shall be defined as any substance, or other similar term, used by any federal, state, or local environmental law, regulations, or rule presently in effect or promulgated in the future, or as amended.
- G) Interference: Responder must certify that the installation of any equipment, including that of co-locating carriers, and its use will not cause measurable interference, as defined by the Federal Communications Commission, to the present or future radio and/or telecommunications operations of the Town of Braintree and any of its municipal departments or any of the residents of the Town of Braintree. Responder must certify that operation of its equipment or that of any co-locating carrier will not interfere with any commercial, school, government, or residential use of public radio and television reception and if it is found that measurable interference does exist responder must correct and eliminate said interference within 30 days after notice from the Town. The responder agrees to provide filters, boosters, or any other technology to eliminate any interference generated. Such equipment may be installed at the tower site itself or at the home, business, or government office experiencing the interference. Any such technology, if required to reduce interference, will be installed and paid for at no expense to the residential, school, government, or commercial property owner.

- H) Abandonment: The responder must agree in the lease document that if any equipment on the leased site is not operated or used for a continuous period of twelve (12) months, it shall be considered to be abandoned. At the Town's discretion, the responder shall remove any personal property and equipment installed at the site, and any other structures erected at the site, including utility connections, and shall restore the area to its pre-existing condition. If after equipment has been deemed to be abandoned the Town may, at its option, require the responder to transfer ownership of said equipment and structures, to the Town for the sum of (\$1.00). Within 30 days after substantial completion of equipment installation the Tenant must post sufficient bond to cover the estimated costs of demolition and removal of the structures and equipment should the equipment be abandoned for the aforementioned period of 12 months and the Town have no further use for the equipment and/or structures. The bond must be from a company authorized to provide such bonds in the Commonwealth of Massachusetts. This bond shall be renewed every year, and copy provided to the Contract Administrator. At the conclusion of the lease, the equipment may become the property of the Town of Braintree, at the option of the Town, at which time the Town may renegotiate the lease at its discretion.
- I) Maintenance: The Tenant shall, at its own expense, maintain the site and any equipment on or attached to the site in a safe condition, in good repair, and in a manner suitable to the Town. Maintenance of the site shall include but not be limited to painting as needed, repairs or replacement or fencing, and other security and screening devices, including screening vegetation. Successful responder shall keep the site free of debris and anything of a dangerous, noxious, or offensive nature.
- J) Site Access—Lessor: The Town shall have a right of access to the Facility at all times, to inspect the Facility, to take necessary actions to protect the property or persons in the Town, to enforce the terms of the lease agreement, or for any other purpose. Except in cases of emergency, the Town will give the Tenant at least twenty-four (24) hour notice of any request for access to the Facility.
- K) Payments:
1. Rent: Tenant shall make rental payments annually. The first payment shall be due upon execution of the lease, and shall be pro-rated for the number of months remaining until July 1. Subsequent payments shall be due prior to July 1st of each year, beginning with 2018 and ending with 2024. Lease payments shall be automatically adjusted upward each year by the percentage indicated on the Price Proposal (See Appendix B).
 2. Revenue Sharing: If Tenant subleases, licenses or grants a similar right of use or occupancy in the leased Premises, to an unaffiliated third party (each a "Subtenant"), Tenant agrees to pay to Town a percentage of the rental, license or similar payments actually received by the Tenant from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after

receipt of said payments by Tenant. Tenant shall have no obligation for payment to Town of such share of rental, license or similar payments if not actually received by Proposer. In the case where the Tenant of the adjacent property is the successful proposer, such revenue sharing payments may be combined with revenue sharing payments made under the existing lease.

Failure to remit Rent Payments on time for two or more consecutive months shall be deemed a material breach and default and the Town may immediately terminate the lease.

- L) Term of Lease: The initial term of lease shall be from December 1, 2017 to June 30, 2024. There shall be an option, upon mutual agreement by the Town and Tenant, to extend the lease for up to two additional five (5) year terms.
- M) Taxes: Tenant shall pay, in addition to Rent and Location Payments, any and all real estate and personal property taxes levied against the leased property and the facilities and equipment. Said taxes shall be assessed under the provisions of M.G.L. Chapter 59, Section 2B.
- N) Assignment: The Tenant shall not assign the contract or lease, nor assign monies due under the lease agreement without the previous written consent of the Town. Bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership of the Tenant's organization, or assignment for the benefit of creditors shall, at the elections of the Town fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the contract and lease agreement.

SECTION IV. PROPOSAL INSTRUCTIONS

A. MINIMUM QUALIFICATIONS

Applicants must be wireless telecommunications providers licensed by the Federal Communications Commission, or cell tower facility developers with five or more years of experience installing and/or operating wireless communication facilities in Massachusetts.

B. TIME AND PLACE FOR SUBMISSION

Time and Place of Submission: Proposals are to be submitted by mail or in person to Ms. Barbara Mello, Contract Administrator, One JFK Memorial Drive, Braintree, MA 02184 until **12:00 pm on October 12, 2017**, at which time proposals will be opened publicly. Postmarks will not be considered. E-mail submissions will not be accepted. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, Town Hall is closed due to uncontrolled events, proposals will be accepted until 12:00 p.m. (Noon) on the next day that Town Hall is open. For the purposes of determining whether a proposer has met the deadline, the clock in the office of the Contract Administrator shall indicate the official time. No individual extensions of this deadline will be granted. Late proposals will be deemed “non-responsive” and will not be opened. They may be picked up by the proposer if so desired.

Each proposer must submit one sealed proposal package, marked with the proposer’s name and address, and “Wireless Communications Tower Land Lease”. One original and one (1) copy must be in the package. The copy must be entirely free of staples or other binding materials.

Price, and all other information, is to be submitted in the same package.

Modifications/Withdrawals of Proposals: Proposers may correct, modify or withdraw the original proposals on or before the due date and time as stated in the “Legal Advertisement”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor, and received in the Contract Administrator’s office prior to the due date and time. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing (e-mail withdrawals not recognized), and such request must be received in the Contract Administrator’s office prior to the due date and time.

C. GENERAL INSTRUCTIONS

1. Massachusetts General Laws: Attention of all proposers is directed to Chapter 30B Section 16 of the General Laws of the Commonwealth of Massachusetts governing transactions involving real property and to all other applicable sections of the General Laws as most recently amended which govern the award and performance of this contract. All applicable federal, state, and municipal laws, codes and ordinances shall apply to the RFP and to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
2. Reservation of Right: The Town of Braintree may cancel this Request for Proposals or may reject in whole or in part any and all responses or proposals when it is determined that said cancellation or rejection serves the best interests of the Town. The Chief Procurement Officer reserves the right to reject any or all proposals after determining if each response is responsive and responsible.
3. Proposal Remains Valid: It is understood that the Proposer's offer to the Town of Braintree will remain valid for 90 days past the submission deadline.
4. Non-Collusion: It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix C).
5. Cost of Proposal: All costs involved in preparing the Proposal will be borne by the Proposer. The Town or any Department, Division, employee or section of the Town will not be liable for any costs associated with the creation of the Proposal.
6. Public Records: All proposal documents become public at the time of opening. Copies may be obtained via written request to the Contract Administrator.
7. Incomplete or Conditional Proposals: Proposals, which are incomplete, conditional or obscure, may be rejected. No award will be made to any Proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
8. Prevailing Wages: In the case of a lease, where the Town retains ownership of the land, the vendor should be aware that proposals may be subject to minimum wage rates as required by M.G.L., chapter 149. (*Not applicable to this RFP.*)
9. Disclosure of Beneficial Interests in Real Property: The Proposer must also sign the Disclosure of Beneficial Interests in Real Property Transaction form (Appendix F) included with this packet. This form is required by State Law.

10. **Bid Deposit:** All proposers will be required to include a bid deposit of \$5,000.00 with their proposal, said deposit to be in the form of a certified check or bond. If the security is in the form of a bond, bond must be issued by a company licensed to provide such bonds in the Commonwealth of Massachusetts.

The bid deposit of responders, with the exception of the responders with the three most beneficial proposals, shall be returned within ten (10) working days after the opening of responses. The bid deposit accompanying the three most beneficial proposals will be returned within ten days of lease execution.

Within (10) working days after the Notice of Award, should the successful responder fail to 1) execute the lease; or 2) furnish the Certificates of Insurance and Endorsement Pages as described in Section II(G), the Town may, at its option, determine the responder has abandoned the lease and thereupon the response acceptance shall be null and void. The security accompanying the response shall be retained and collected by the Town as liquidated damages for the delay and expense caused by the abandonment of the contract. A Notice of Award will then be issued to the proposer with the next most highly rated proposal.

D. SITE VISIT

Any firm who meets the minimum qualifications as set out in Section IV (A) may visit and/or seek approval for testing of this site by appointment. Please contact Barbara Mello, Contract Administrator, at [bmello@braintree.gov](mailto:bmello@braintree.ma.gov) no later than three working days prior to the due date to arrange an appointment.

E. MINIMUM BID

- 1) The Town of Braintree has established a minimum rent for this property of ___\$19,000.00_____ per year, with a 3% annual escalation. (The first payment will be pro-rated for the number of months remaining in the year.)

Alternatively, the Tenant may make a lump sum payment at the time of lease execution. The minimum for a lump sum payment would be:

For December 1, 2017 – June 30 2024: \$132K

For July 1, 2024 – June 30, 2029: (Due at Lease Renewal, if Lease is renewed): \$114K

For July 1, 2029 – June 30, 2034: (Due at Lease Renewal, if Lease is renewed): \$132K

- 2) In addition, the Town has established a minimum revenue sharing percentage of 50%.

Alternative payment schemes will be considered, so long as the value of the payments is greater or equal to the minimum amounts listed in this Section.

F. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing to the Contract Administrator's Office prior to the date indicated in Section I (Key Dates for Proposal) in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Questions should not be directed to any other person. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. See next section (ADDENDA).

G. ADDENDA

It is intended, but not guaranteed, that any addenda to the RFP shall be mailed or otherwise provided by the Town to all parties to whom RFP's have been issued. All Respondents shall provide the Town with an email address to which any addenda can be sent. All Respondents are cautioned to verify the number of addenda that have been issued and to secure any needed copies from the Town. Furthermore, all Respondents are strongly encouraged, prior to submitting a proposal, to ask the Contract Administrator whether any addenda were issued. Failure to receive and obtain such addenda shall in no way relieve any Respondent from compliance with the provisions of all addenda.

H. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless both parties agree to extend the period of time in which the proposal is valid.

SECTION V. REQUIRED CONTENTS OF PROPOSAL

1. Cover Sheet (See Appendix A)
2. Bid Deposit in the amount of \$5,000.00. Said security shall be in the form of a certified, treasurer' or cashier's check from a reputable bank or a bid bond. Bonds must be from a surety company authorized to provide such bonds in the Commonwealth of Massachusetts.
3. Evidence of compliance with the minimum qualifications of this RFP, as described in Section IV (A).
4. A description of the general skills and nature of operation of the respondent, the number of years the respondent has been in operation and the number of years the respondent has been in operation in Massachusetts.
5. If a joint venture is proposed, the above information for all the parties to the joint venture and the role of each party in the joint venture. If the application is submitted by an agent, the identification of and statement of authority to act on behalf of the principal.
6. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned closures, impending merger) that may affect Proposer's ability to perform contractually.
7. The name, address, telephone number, and e-mail address of the person(s) who will be responsible for the installation of equipment (hereafter called the "project manager" and who is able to answer questions concerning construction aspects of the proposed facility.
8. The name, address, telephone number, and e-mail address of the person(s) who will be responsible for the operation of the facility (hereafter called the "technical manager" and who is able to answer questions concerning the operation of the proposed facility.
9. A list of any litigation involving the proposer concerning the location or use of a wireless communication facility or wireless communication equipment in Massachusetts over the last three years, giving the names of the parties, the court and case number, and the outcome of such litigation.
10. Construction Plans:
 - A) Site plan showing the basic layout of equipment and structures to be installed, identifying the footprint for such structures.
 - B) Elevations of all buildings and structures;
 - C) List and description of equipment to be installed. (Note: Detailed specifications of proprietary equipment are not required).
11. Landscape plans and security structures proposed.
12. Maintenance Plan.
13. Copy of FCC license, if applicable.
14. Plan for working with property abutters.
15. A description of any Community Benefits planned by the Proposer for the Town of Braintree.
16. A list of any proceedings by the federal, state, or local government, or any officer, commission, board or instrumentality of such government, to revoke any license or permit or to impose fines or penalties relating to the location or operation of wireless communication facilities owned or operated by the Proposer.
17. Cover Sheet and Price Proposal (See Appendix A).
18. Certificate of Authorization (See Appendix B).

19. Certificate of Non-Collusion (See Appendix C).
20. Certificate of Tax Compliance (See Appendix D).
21. Disclosure of Beneficial Interest---two pages (See Appendix F).
22. Acknowledgement of Addenda, if applicable.

SECTION VI. SELECTION PROCESS

All proposals will be reviewed by the Chief Procurement Officer and by the Chief of Staff and Operations. A recommendation will be made to the Mayor to accept the proposal which is in the best interest of the Town. The consideration of all proposals and subsequent selection of a successful proposer shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin. The recommendation will be based on the following criteria (not necessarily in order):

(see next page)

Criteria	Highly Advantageous	Advantageous	Non-Advantageous
Qualifications of Respondent	Respondent has 15 or more years of experience in Massachusetts with the installation and/or management of wireless equipment on municipal land.	Respondent has 7 or more years of experience in Massachusetts with the installation and/or management of wireless equipment on municipal land.	Respondent has less than 7 years of experience in Massachusetts with the installation and/or management of wireless equipment on municipal land.
Financial Outlook	No pending conditions affecting firm's ability to perform, as evaluated by Finance Director.	No pending conditions affecting firm's ability to perform, as evaluated by Finance Director.	Presence of a condition which could affect the firm's ability to perform, as evaluated by the Finance Director.
Plan for Installation, if applicable	Detailed plan offers a very reasonable scheme for wireless equipment installation.	Plan offers a reasonable scheme for wireless equipment installation.	Plan lacks sufficient detail to evaluate potential success of plan; or significant problems with the plan are noted.
Visual Impact of Design	Minimal visual impact as determined by evaluators.	Moderate visual impact as determined by evaluators	Substantial visual impact as determined by evaluators.
Plan for Equipment Management	Very detailed plan offers a very reasonable scheme for equipment management.	Plan offers a reasonable scheme for equipment management.	Plan lacks sufficient detail to evaluate potential success of plan; or significant problems with the plan are noted.
Price Proposal-- Amount	Offers highest rent proposal.	-----	-----
Community Benefits	Proposal includes community benefits of substantial value to the Town.	Proposal includes community benefits with value to the Town.	Proposal includes community benefits with minimal or no benefit to the Town.

TOWN OF BRAINTREE
WIRELESS COMMUNICATIONS TOWER—RIVER STREET
COVER SHEET & PRICE PROPOSAL

Name and Address of Company:

Contact Person for this Proposal:

Name: _____

Phone: _____

Title: _____

E-Mail: _____

PRICE PROPOSAL: Respondents must complete Parts A1 or A2, and Section B; or Respondents may complete Section C only.

Please see Sections III(L) & IV(E) of the RFP).

(A1): ANNUAL RENTAL PAYMENT

First rental payment will be pro-rated for the number of months left in the fiscal year beginning July 1, 2017, and will be due upon execution of the lease. Subsequent rental payments due on or before July 1st each year, beginning July 1, 2018.

_____ First annual rental payment (before pro-rating)
(Minimum is ___\$19,000.00_____).

_____ Annual percentage increase
(Minimum is __3%_____).

(A2): ALTERNATIVE RENTAL PAYMENT

_____ Lease Payment Covering the Period of 12/1/2017 – 6/30/2024
Minimum is \$132K

_____ Lease Payment Covering the Period of 7/1/2024 – 6/30/2029
Minimum is \$114K

_____ Lease Payment covering the Period of 7/1/2029 - 6/30/2034
Minimum is \$132K

(B): REVENUE SHARING PERCENTAGE

(Minimum amount is 50%)

Enter Percentage Here: _____

(C): ALTERNATIVE PAYMENT ARRANGEMENT SUGGESTED BY RESPONDENT (Please describe. Attach additional pages if necessary)

Signature*:

By signing this proposal for the Lease of Property on River Street, I (we) hereby bind _____ (name of company) to all comments made in the proposal, and accept all of the provisions made in the Request for Proposals.

Name Title Date

Name Title Date

**Signature must be authorized by a Certificate of Authorization (see Appendix D)*

Certificate of Authorization

Appendix B

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned an operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

TOWN OF BRAINTREE

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

For (Vendor/Company) *

Signature

Printed Name: _____

Title: _____

Date: _____

*Must be signed by the person signing the bid, proposal, or contract.

TOWN OF BRAINTREE

CERTIFICATION OF TAX COMPLIANCE

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of _____, having a principal place of business at (state)

_____, hereby certify that the (Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this _____ day of _____, 20__.

(signature of representative/position/title)

(print name of person signing above)

Date: _____

LEGAL ADVERTISEMENT FOR RFP REGARDING REAL PROPERTY

Ad to be run on **September 21, 2017 and September 28, 2017.**

Publication Name: Patriot Ledger

**TOWN OF BRAINTREE
LEASE OF LAND FOR WIRELESS COMMUNICATIONS EQUIPMENT
REQUEST FOR PROPOSALS**

The Chief Procurement Officer of the Town of Braintree seeks proposals from interested parties to lease a 600 SF portion of a parcel of property on 300 River Street, Braintree, MA for the purpose of installing & operating wireless communications equipment.

Proposals are due on **October __12__, 2017** at 12:00 PM in the Contract Administrator Office, Braintree Town Hall, 1 JFK Memorial Dr, Braintree, MA 02184.

Specifications & required forms are available immediately from the Contract Admin., Barbara Mello, (Mon.-Fri., 8:30 AM - 4:30 PM, exc. holidays), or may be requested via email: bmello@braintreema.gov.

The Chief Procurement Officer reserves the right to reject any or all proposals, or cancel this RFP, if deemed to be in the best interest of the Town. Notice also available at www.masspublicnotices.org.

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is an official elected to public office in the Commonwealth of Massachusetts, or employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are officials elected to public office in the commonwealth and or employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

RFP FINAL: 09-15-2017

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate

Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor, Boston, MA 02108

(see next page)

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

NOTE: The Lease will be substantially as described below.

TOWN OF BRAINTREE LEASE
NOVEMBER 1, 2017 – JUNE 30, 2024
(WITH RENEWAL OPTIONS)
SAMPLE---DO NOT FILL OUT

For valuable consideration and the mutual exchange of covenants, this Lease (the “Lease”) is made effective as of the date of the last signature below, by the Town of Braintree, One J.F.K. Memorial Drive, Braintree, Norfolk County, MA 02184 (hereinafter “Lessor” or “Town”) and _____ (name and address) _____ (hereinafter “Tenant”) whereby the parties agree and contract as follows:

1. **Premises:** Lessor hereby leases to Tenant a portion of Parcel #2009-0-14, such property containing 600 square feet and situated on Town of Braintree property, in proximity to the Maintenance Building located at East Middle School, 300 River Street, as shown in Exhibit 1 (the “Premises”).
2. **Use of Property:** Tenant intends to use the Premises for the purpose of housing and/or operating (itself and through its Subtenants, as defined in Paragraph 7 below) wireless communication equipment. A security fence consisting of chain link or comparable construction shall be placed on and maintained on the premises. All improvements shall be at the Tenant’s expense. No other use of the Premises is permitted. Tenant agrees that the Premises shall not be used in violation of any federal or state law, or municipal bylaw.

For the duration of this Lease, the equipment shall be considered the personal property of the Tenant. At the Town’s option when this Lease is terminated and upon the Town’s advance written notice to the Tenant, the Tenant will leave the equipment, foundations, and security fence to become the property of the Lessor.

3. **Building Permits:** The Tenant will be responsible for obtaining all necessary building permits and zoning approvals.
4. **Term of Lease:** This Lease Agreement shall be from December 1, 2017 to June 30, 2024. This Lease shall be extended for up to two (2) additional terms of five (5) years, unless either party gives the other party written notice, at least six (6) months before the expiration of the current Lease term, of its intention to terminate this Lease at the end of the current term. In no event, however, shall any extension of this Lease expire later than June 30, 2034. In the event of any extension, all terms and conditions of this Lease shall remain in full force and effect, including any annual increase in the rental payment (as per Section 5).

5. Rental Payments: The annual rent set forth in this section, shall be paid to Lessor or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty days in advance of any rental payment date. The first rental payment shall be made upon execution of this lease. Subsequent payments shall be due prior to July 1st of each year, beginning with 2018. While Tenant intends to make each payment due hereunder on or before its due date, in the event Tenant fails to make a payment within ten (10) days after its due date, Lessor will give Tenant written notice of such nonpayment, and Tenant will immediately make such payment. No action may be maintained by Lessor against Tenant for such nonpayment unless Tenant has failed to make payment within ten (10) days after receipt of such written notice from Lessor.

The rent for the first year of this Lease Agreement shall be \$_____. (The first payment shall be pro-rated to 7/12 of that amount.) The rent payment for each year subsequent to the initial year of this Lease Agreement shall be increased _____ percent over the previous year's base rental payment. See Exhibit 2, "Payment Schedule".

Payments from the Tenant to the Lessor shall be made to: Treasurer, Town of Braintree, 1 JFK Memorial Drive, Braintree, MA 02184.

6. ~~Additional One Time Payment: Tenant to pay to Town an additional one time payment of \$_____ no later than sixty (60) days following the full execution of this Lease.~~---deleted
7. Revenue Sharing: If Tenant subleases, licenses or grants a similar right of use or occupancy in the leased Premises, to an unaffiliated third party (each a "Subtenant"), Tenant agrees to pay to Town a percentage of the rental, license or similar payments actually received by the Tenant from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Town of such share of rental, license or similar payments if not actually receive by Proposer. In the case where the Tenant of the adjacent property is the successful proposer, such revenue sharing payments may be combined with revenue sharing payments made under the existing lease.
8. Taxes & Utilities: Tenant shall pay, in addition to the amounts described in Sections Five and Six, any and all real estate and personal property taxes levied against the Premises and the equipment placed or constructed thereon by Tenant. Said taxes shall be assessed under the provisions of M.G.L. Chapter 59, Section 2B. Tenant shall pay for any taxes for which it is responsible either (1) directly to the taxing authority if Tenant receives a separate tax assessment or (11) within thirty (30) days after receipt of an invoice or other evidence of its tax

liability in the event that Tenant is not separately taxed. Tenant shall also pay for all electricity and other utilities used for the Premises. Tenant shall pay for said utilities (a) directly to the utility provider in the event that such utilities are separately metered or (b) within thirty (30) days after receipt of an invoice from Town showing the calculation of Tenant's portion of the utilities used for the Premises.

9. Permits and Tenant's Right to Terminate Agreement: It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining either before or after the Effective Date of this Lease all of the certificates, permits, licenses, and other approvals that may be required by any federal, state, and local authorities. Lessor shall cooperate with Tenant in its efforts to obtain such approvals and shall also take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Tenant; provided however, that in the context of the foregoing sentence the term "Lessor" shall be deemed to comprise only the Mayor of the Town of Braintree. In the event that any of such applications should be rejected or any certificate, permit, license or approval issued to Tenant is cancelled, expires, lapses or is otherwise withdrawn or terminated by governmental authority so that Tenant in its sole discretion will be unable to use the Premises for its intended purposes, Tenant shall have the right to terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon mailing of such notice by Tenant (the "Termination Date"). All rentals paid to said Termination Date shall be retained by Lessor, but all rentals allocable on a pro rata basis to the period subsequent to the termination date shall be refunded to Tenant.

Upon such termination, this Lease shall become null and void and the parties shall have no further obligation, including the payment of money, to each other, except for Tenant's obligation pursuant to Section 16 (Restoration of Premises) hereof and the provisions of Section 10 (Indemnification) hereof.

10. Indemnification: Tenant shall indemnify and hold Lessor harmless against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use and occupancy of the Premises by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of Lessor, its servants or agents.
11. Hazardous Substances: Tenant shall not (with or without negligence) cause or permit the use, storage, generation, escape, disposal or release upon the Premises (or the parcel or which the Premises forms a part) of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Tenant shall release, indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part) if

caused by Tenant or persons acting under Tenant. Tenant shall execute such affidavits, representations and the like from time to time as Lessor may reasonably request concerning Tenant's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part).

Lessor shall not (with or without negligence) cause or permit the use, storage, generation, escape, disposal or release upon the Premises (or the parcel of which the Premises forms a part) of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessor shall release, indemnify and hold Tenant harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises (or the parcel of which the Premises forms a part) if caused by Lessor or persons acting under Lessor. Lessor shall execute such affidavits, representations and the like from time to time as Tenant may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Wastes on the Premises (or the parcel of which the Premises forms a part).

For the purposes of this Lease Agreement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and the term "Hazardous Wastes" shall be as defined in the Resource Conservation and Recovery Act 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, provided that the terms "Hazardous Substances" and "Hazardous Wastes" shall also include any oil or hazardous materials or Hazardous Waste as defined in or regulated under Massachusetts General Laws Chapters 21C or 21E.

12. **Interference:** The installation of any equipment, including that of any Subtenants, and its use must not cause measurable interference, as defined by the Federal Communications Commission, to the present or future radio and/or telecommunications operations of the Town of Braintree and any of its municipal departments or any of the residents of the Town of Braintree. Operation of the Tenant's equipment or that of any Subtenants must not interfere with any commercial, school, government, or residential use of public radio and television reception and if it is found that measurable interference does exist, Tenant must correct and eliminate said interference within thirty (30) days after notice from the Town. The Tenant agrees to provide filters, boosters, or any other technology to eliminate any interference generated. Such equipment may be installed at the tower site itself or at the home, business, or government office experiencing the interference. Any such technology, if required to reduce interference, will be installed and paid for at no expense to the residential, school, government, or commercial property owner.

13. Marking and Lighting: The Tenant shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration (FAA). It is the Town's desire that the tower be unlighted so as not to detract from the aesthetics of the area. If lighting is required by the FAA, it shall be the minimum required. Any security lighting shall operate on motion sensor and only be illuminated if a vehicle or person approaches the site or as may otherwise be required by Tenant's insurance carrier or by law.
14. Maintenance: Tenant shall, at its own cost and expense, throughout the term of this Lease and so long as it shall remain in possession of the Premises, keep and maintain in good repair all equipment and machinery which are brought into and become part of the Premises. Tenant, so long as it shall remain in possession of the Premises, shall keep and maintain all portions of the Premises, the improvements thereon and the equipment, in such condition as to prevent any loss, damage or injury to the persons, property, businesses, or occupations of any other persons permitted by Tenant to be in or about the Premises and owners, occupants and invitees of adjoining Premises. Tenant has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Tenant's use of the Premises. Tenant shall be responsible for disposing of any materials related to the removal of obstructions.
15. Site Access by Lessor: The Town shall have a right of access to the Premises at all times, to inspect the Premises, to take necessary actions to protect the property or persons in the Town, to enforce the terms of the this Lease, or for any other purpose. Except in cases of emergency, the Town will give the Tenant at least twenty-four (24) hour notice of any request for access to the Premises and Tenant shall have the right to be present during any access to the Premises by the Town. The Town shall not interfere with the Tenant's or any Subtenants' operations on the Premises.
16. Restoration of Premises: Tenant, within sixty (60) days of termination of this Lease, shall remove its equipment, foundations to three (3) feet below grade, security fence, personal property and fixtures, and restore the Premises to its original condition, reasonable wear and tear and damage to trees and shrubbery excepted. At Lessor's option when this Lease is terminated and upon Lessor's advance written notice to Tenant, Tenant will leave the equipment to become the property of Lessor (to the extent that same are owned by the Tenant).
17. Quiet Enjoyment: Lessor covenants that Tenant on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the leased Premises.
18. Abandonment: If the equipment is not operated for a continuous period of twelve (12) months, the Premises shall be considered to be abandoned. At the Town's discretion, the Tenant shall remove any personal property and equipment installed at the site, and any other structures erected at the site, including utility connections, and shall restore the area to its pre-existing

condition. If after the Premises has been deemed to be abandoned the Town may, at its option, require the responder to transfer ownership of said equipment and structures to the Town for the sum of (\$1.00).

19. Lessor Qualifications: Lessor warrants and covenants that Lessor is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Lease Agreement. Lessor further warrants and covenants that there are no other liens, judgments or impediment of title on the Premises. Any breach of these warranties and covenants which preclude Tenant's use of said Premises for its intended purpose shall entitle Tenant to terminate this Lease and a full refund of any prepaid rent or other amounts hereunder.
20. Liens: The Tenant shall not permit any mechanics liens or similar liens to remain upon the Premises for labor and materials furnished to the Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to the Lessor. The Tenant hereby indemnifies and holds harmless the Lessor for any loss, costs, injury or damage to persons or property occurring as a result of such work undertaken at the direction of Tenant.
21. Insurance: Tenant must maintain insurance coverage in the following amounts. Prior to execution of this Lease, a Certificate of Insurance must be supplied to the Town. Tenant is required by this agreement to name the Town of Braintree as an Additional Insured where indicated, and this shall be shown on the Certificate of Insurance. Further, Tenant is required to provide the Town of Braintree with a copy of the current Additional Insured Endorsement Page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.
 - A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. Town to be named as Additional Insured;
 - B. Automobile Liability in the amount of \$1,000,000 for bodily injury and property damage per accident. Town to be named as Additional Insured;
 - C. Property Coverage in an amount sufficient to cover the materials, supplies, and tower;
 - D. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. Town to be named as Additional Insured; and
 - E. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Tenant to be awarded the Lease. The types of insurance and coverage limits stated herein are not intended in any way to limit the Tenant's liability for any damages arising from the Tenant's performance of services under the Lease.

Thirty days prior to each annual anniversary of the Lease commencement date, an updated Certificate of Insurance shall be provided to the Town, c/o the Contract Administrator.

The Tenant is required to maintain the above-referenced insurance coverage throughout the duration of this Lease. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Tenant shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Proposer shall provide the Town of Braintree with a new certificate of insurance coverage.

If Tenant fails to submit the required certificates within fifteen (15) days of Tenant's receipt of written notice of such failure, Lessor at its option may procure said insurance and charge all premiums and costs to Tenant as additional rent, which additional rent shall be immediately due and payable.

22. Premises Unusable: In case the said Premises or any substantial part thereof, shall be taken for any street or other public use, or shall be destroyed or substantially damaged by fire or Casualty, or condemned by the action of the Town of Braintree or other public authorities after the execution hereof and before the expiration of the said term, then this Lease and the said term shall terminate at the election of the Tenant, and any prepaid rent or other payments shall be refunded to Tenant..
23. Sale of Property: If any time during the term of this Lease, Lessor decides to sell all or part of Lessor's property, of which the Premises forms a part, to a purchaser other than Tenant, then such sale shall be under and subject to this Lease Agreement and Tenant's rights hereunder.
24. Neglect or Default: If the Tenant shall neglect or fail to perform and observe any of the covenants in this instrument which on its part are to be performed and such default shall continue for a period of sixty (60) days after the mailing of a written notice, postage prepaid, from the Lessor to the Tenant specifying such default, or if the Tenant shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then and in any of the said cases, the Lessor may immediately or at any time thereafter, and which such neglect or default continues and without further notice or demand, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same, and expel the said Tenant and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner or trespass and without being taken or deemed guilty of any manner or trespass and without prejudice to any remedies which might otherwise be used for

arrears of rent, or preceding breach of covenant and that upon entry as aforesaid the said term shall cease and be ended.

25. Written Agreement: It is agreed and understood that this Lease contains all the agreements, promises and understandings between Lessor and Tenant and that no oral agreements, promises or understandings shall be binding upon either Lessor or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties. All of the covenants, agreements and conditions of this Lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and expressed.
26. Governed by Law: This Lease and the performance thereunder shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.
27. Sale/Transfer/Assignment: This Lease may be sold, assigned or transferred at any time without the consent of Lessor to (a) Tenant's principal; (b) its affiliates or the affiliates or subsidiaries of its principal; (c) a partnership in which Tenant's principal or the affiliates or subsidiaries of its principal has an interest; and/or (d) any existing subtenant at the Premises. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of Lessor, such consent not to be unreasonably withheld or delayed.
28. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Tenant:

Lessor: Mayor Joseph C. Sullivan
Town of Braintree
One J.F.K. Memorial Drive
Braintree, MA 02184

29. Subordination: At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which may now or hereafter affect all of Lessor's property including the Premises, provided that the holder of any such mortgage shall agree with Tenant in writing in recordable form to recognize this Lease and the rights of Tenant hereunder in the event of foreclosure of Lessor's interest including, without limitation, Tenant's right to remain in possession and have access to the Premises. In the event that the Premises is encumbered by a mortgage, Lessor shall obtain

and furnish to Tenant a non-disturbance agreement in accordance with the foregoing for each such mortgage in recordable form. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause.

- 30. Status of Agreement: The parties both acknowledge and agree that this Lease shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other.
- 31. Validity of Agreement: If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms hereof, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TENANT:
_____ (Tenant Name)

LESSOR:
Town of Braintree, by its Mayor

(Signature, Title)
Date: _____

Joseph C. Sullivan, Mayor
Date: _____

Approved As to Form:

Joseph H. Reynolds
Chief of Staff & Operations

Lisa S. Maki
Town Solicitor

NOTICE OF LEASE --- SAMPLE

Appendix H

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, as amended, notice is hereby given of the following described Lease Agreement:

Parties to Lease:

Lessor:

Town of Braintree
One J.F.K. Memorial Drive
Braintree, MA 02184

Tenant:

Date of Execution: Lease Agreement executed as of December 1, 2017.

Description of Premises: A portion of Parcel #2009-0-14 in the Town of Braintree, MA, as shown on Exhibit 1, attached hereto. Said parcel contains 600 square feet situated on Town of Braintree property, in proximity to the Maintenance Building located at East Middle School, River Street.

Term of Lease: Commencing on the date of the Lease and continuing until June 30, 2024.

Rights of Extension or Renewal: Up to two terms of five (5) years each, by mutual agreement of the parties.

TENANT:

_____(Tenant Name)

LESSOR:

Town of Braintree, by its Mayor

(Signature, Title)
Date: _____

Joseph C. Sullivan, Mayor
Date: _____

Approved As to Form:

Lisa S. Maki, Town Solicitor (Acknowledgments appear on the following page.)
Date:

Notice of Lease
River Street, Braintree, MA 02184

COMMONWEALTH OF MASSACHUSETTS

County of _____ss. Date: _____

Then personally appeared the above-named Joseph C. Sullivan, Mayor of the Town of Braintree, and acknowledged the foregoing to be his free act and deed, before me,

Notary Public
Printed Name: _____
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____ss. Date: _____

Then personally appeared the above-named Peter J. Morin, Solicitor of the Town of Braintree, and acknowledged the foregoing to be his free act and deed, before me,

Notary Public
Printed Name: _____
My Commission Expires: _____

COMMONWEALTH/STATE OF _____

County of _____ss. Date: _____

Then personally appeared the above-named _____(name),
_____(title), and acknowledged the foregoing to be his/her free act and deed,
before me,

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT

“Lease Area and Easement Plan of Land at 300 River Street, Braintree, MA” , by Robert P. Campbell, P.E., December 15, 2016