**Police Substation Lease between Town of Wendell and Town of Leverett**

This lease (“Lease”) is entered into this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2022 by and between the Town of Wendell, Massachusetts, with an address of P.O. Box 41, 7 Wendell Depot Road, Wendell, MA 01379 (hereinafter “Wendell” or “LESSOR”)**,** a municipal corporation and political subdivision of theCommonwealth of Massachusetts, hereinafter calledLESSOR, which expression shall include successors and assigns where the context soadmits, and the Town of Leverett, with an address of Massachusetts, Box 300, 9 Montague Road, Leverett, MA 01054 (hereinafter “Leverett” or “LESSEE”), a municipal corporation and political subdivision of the Commonwealth of Massachusetts, hereinafter called LESSEE, which expression shall include successors and assigns where the context so admits. Wendell and Leverett may be referred to individually as a “Party” or “Town” and collectively as the “Parties” or “Towns.”

In consideration of the mutual covenants herein, Wendell does hereby lease to Leverett and Leverett hereby leases from Wendell, on the terms and conditions set forth herein, the property described below and located at 4 Center Street, Wendell, MA.

**ARTICLE ONE**

(A) DESCRIPTION OF LEASED PREMISES: The “Leased Premises” consist of a 2-story Police Department building known as the Wendell Substation, inclusive of single bay garage, storage area, office space and parking area, as more fully described in Exhibit A attached hereto. So long as LESSEE is not in default hereunder, LESSEE shall have exclusive use and possession of the Leased Premises as herein described subject to the terms of this Lease, all matters of record and other agreements to which this Lease is or may hereafter be subject.

* 1. Wendell Substation, Scope of Use and Parties’ Responsibilities: The “Wendell Substation” or “Substation” shall be available for use by Leverett for the purposes of providing Police services in accordance with the Intermunicipal Agreement for Police Services between the Parties dated the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2022 (the “Agreement”).
     1. The Parties acknowledge that a grant has been awarded for renovations and upgrades to the Substation under the Commonwealth of Massachusetts Division of Local Services Efficiency and Regionalization program (the “Grant”), and a Grant agreement was executed on June 23, 2021. The renovations and upgrades shall be jointly managed by the Towns, with the division of responsibilities as follows: Leverett will be responsible for administering any and all procurement contracts for the work, including work funded by the Grant. Wendell, through its Building Inspector and with the assistance of the Leverett Chief of Police, as necessary, will be responsible for the oversight and inspection of construction activities, including construction-related communications with the contractor(s) and ensuring compliance with any and all applicable building, health and safety codes promulgated by the Commonwealth of Massachusetts and other governmental authorities. This includes compliance with the 2010 ADA Standards for Accessible Design and regulations of the Architectural Access Board at 521 CMR (2006 ed.), as amended.
     2. Wendell shall be responsible for all operating, maintenance, janitorial, and repair costs and future capital costs for the Wendell Substation, including costs for gas, water, sewer, electricity, telephone and other utilities. Wendell shall be responsible for providing broadband internet service meeting the requirements of Leverett, to the extent available to the Leased Premises. Cleaning and maintenance supplies, including paper supplies, shall be paid for by Wendell. These costs for the Wendell Substation shall be separate and apart from the assessment described in Section 5 of the Agreement.
     3. The Towns must execute this Lease prior to Leverett Police occupying the Substation.
     4. Upon execution of this Lease, the Leverett Chief of Police shall have sole authority regarding access to and use of the Substation during the term of the Lease.
     5. Insurance:
        1. Wendell shall be responsible for insuring the Leased Premises and providing general property liability insurance as per the Agreement.
        2. Leverett shall be responsible for insuring the contents stored, used or otherwise located in and on the Leased Premises as per the Agreement.

**ARTICLE TWO**

(A) TERM: The initial term of this Lease shall be a period of three (3) years, commencing on \_\_\_\_\_\_\_\_\_\_\_ and terminating on \_\_\_\_\_\_\_\_\_\_\_ unless earlier terminated as hereinafter provided. The LESSEE shall have the option to extend this Lease for up to five additional terms of three years each by written notice to the LESSOR not less than ninety (90) days prior to the expiration of the then current term. For avoidance of doubt, the option to extend shall be exercised one extension term at a time, with each extension term subject to LESSEE’S notice to LESSOR.

(B) TERMINATION: If not extended as provided above, this Lease shall terminate at the end of the initial term or upon termination of the Agreement. **If** LESSEE shall be in possession of the Premises after the termination date and with the consent or permission of LESSOR, the tenancy under this Lease shall become month-to-month, terminable by either Party on thirty (30) days notice.

(C) TERMINATION BY LESSEE OR LESSOR: LESSEE or LESSOR may terminate this Lease by giving one year’s Notice to the other Party.

(D) TERMINATION DUE TO LACK OF FUNDING: LESSOR and LESSEE acknowledge that both Parties are political subdivisions of the Commonwealth of Massachusetts established pursuant to law and that they are funded in large part through Federal, state and local monies. Notwithstanding any other provision in this Lease, both Parties shall have the right, exercised in each Party’s discretion, to terminate this Lease on less than one year’s notice, but not less than forty-five (45) days’ notice, by written notice to the other in the event a lack of governmental funding makes it impossible for the terminating Party to perform its Lease obligations for a full year prior to termination. The termination notice shall include documentation of the funding insufficiency.

**ARTICLE THREE**

(A) RENT: For exclusive use of the Leased Premises, LESSEE shall pay to the LESSOR rent as follows:

(1) During the entire term rent shall be paid at the rate of One Dollar ($1.00) per year, paid annually prior to July 1, of each year.

(B) PAYMENT OF RENTS: All payments shall be made to LESSOR or agent, c/o the Town of Wendell at, P.O. Box 41, 7 Wendell Depot Road, Wendell, MA 01379 or at such other place as LESSOR shall from time to time in writing designate.

(C) LATE CHARGES: There shall be no late charges or interest on rental payments.

**ARTICLE FOUR**

(A) ATTORNEY'S FEES: Each Party will be responsible for its own attorney's fees and costs incurred in connection with the performance of this Lease.

**ARTICLE FIVE**

**USE OF THE PREMISES**

(A) GENERAL USES: Use of the Leased Premises shall, at all times, be conducted in an orderly manner consistent with the purposes of a Police Department substation and in accordance with the Agreement.

**ARTICLE SIX**

1. INSURANCE: LESSOR agrees to have in full force and effect during the entire term of this Lease the following insurance with limits of coverage not less than the amounts hereinafter set forth:

(i)

General Liability: $3,000,000 General Aggregate;

Bodily Injury and Property Damage: $1,000,000 Each Occurrence

Fire Damage and Casualty Loss

for the Substation building: Replacement cost of building

Building: Limit on replacement cost valuation

Any additional insurance required by the Agreement between the Parties.

LESSEE agrees to have in full force and effect during the term of this Lease property insurance for all personal property of the Leverett Police Department within the Substation, and any additional insurance required by the Agreement.

Insurance hereunder shall be with responsible and solvent companies licensed to do business in the Commonwealth of Massachusetts.

(ii) Certificates / Policies: A copy of each insurance policy or certificate thereof for the insurance required herein shall be delivered to the LESSEE and LESSOR by each other prior to the execution of the Lease. All said policies or certificates shall provide for a minimum of ten (10) days’ notice to the LESSEE or LESSOR, as the case may be, in the event of cancellation or material change in the terms thereof. All policies shall include the LESSEE or LESSOR, as the case may be, as additional named insured.

**ARTICLE SEVEN**

(A) REPAIRS AND MAINTENANCE.

(i) REPAIR OF DAMAGE, MAINTENANCE: LESSOR agrees to maintain the Leased Premises so as to keep them, as near as reasonably possible, in the same condition as at the commencement of the term, normal wear and tear, authorized improvements and damage by fire or other casualty only excepted. LESSEE will properly deposit all waste created in connection with use of the Leased Premises in appropriate receptacles. LESSOR and LESSEE shall not cause the area surrounding the Leased Premises to be in other than a neat and clean condition. LESSEE shall (to the extent it controls such activities) not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and will not keep animals within the Leased Premises, except for police canines. LESSOR shall provide for sufficient heat to the Leased Premises for occupancy, and to prevent freezing of pipes or other damage.

(ii) LIGHTING: LESSOR shall, at its expense, repair and replace, as may be required, all incandescent bulbs or fluorescent tubes or lighting devices located within the Leased Premises.

(iii) JANITORIAL AND CLEANING SERVICES: LESSOR shall provide janitorial and cleaning services, at its expense, for the Leased Premises, and LESSEE shall conduct its operations on the Leased Premises so as to keep the same in a clean and neat condition at all times. LESSOR may repaint the interior of the Substation building when it deems it necessary.

(B) CAPITAL REPAIRS AND IMPROVEMENTS

(i) LESSOR shall be responsible for all capital repairs and improvements to the Leased Premises during the term of the Lease, after the initial capital investment to the Leased Premises by Lessee under the Grant. Such capital repairs and improvements shall be determined in LESSOR’S reasonable discretion.

**ARTICLE EIGHT**

(A) ALTERATIONS: LESSEE shall be receiving approximately $87,000.00 under the Grant to renovate the Substation building into a police substation and may make structural alterations and changes provided LESSOR consents thereto. All such initial allowed alterations shall be at LESSEE'S expense and shall conform to LESSEE’S specifications and LESSOR’S approval in writing. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises 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 or removed without cost to LESSOR. Any alterations or improvements shall become part of the real estate of the Leased Premises and the property of LESSOR. Any alterations completed by LESSEE shall be done in conformance with all applicable codes and regulations.

(B) APPROVAL OF ALTERATIONS: Approval of alterations conforming to first quality construction and/or generally accepted industry standards will not be unreasonably denied by LESSOR. Alterations must be performed in accordance with any and all laws and codes of the Town of Wendell and the Commonwealth of Massachusetts. LESSEE shall, at its own expense, obtain all licenses and permits required by reason of any of its maintenance, repairs, construction, or use of the Leased Premises authorized or approved hereunder.

**ARTICLE NINE**

(A) REAL ESTATE TAXES: N/A

**ARTICLE TEN**

(A) SIGNS: LESSEE may install at the Leased Premises signs for the purpose of identification or information, at its cost and expense. The size, type, design, style, and location of such signs shall be subject to any applicable local by-laws and regulations.

**ARTICLE ELEVEN**

The Parties are each Massachusetts municipalities and, as such, are protected by M.G.L. c. 258, the Tort Claims Act.

(A) To the extent permitted by law, and except as otherwise provided in the Agreement, Wendell shall indemnify Leverett from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from Wendell’s performance under this Lease but only to the extent and in an amount Wendell would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

(B) To the extent permitted by law, and except as otherwise provided in the Agreement, Leverett shall indemnify Wendell from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from Leverett’s use of the leased premises under this Lease but only to the extent and in an amount Leverett would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

(C) By entering into this Lease the Parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

**ARTICLE TWELVE**

(A) QUIET ENJOYMENT: The LESSOR agrees that if the LESSEE shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the LESSEE shall peaceably hold and enjoy the Leased Premises without hindrance or interruption by the LESSOR or by any other person or persons acting under or through the LESSOR.

**ARTICLE THIRTEEN**

(A) ACCESS TO PREMISES BY LESSOR: LESSEE shall permit LESSOR, its agents, employees and contractors to enter the Leased Premises, and all parts thereof, during business hours and at all reasonable times to inspect the same and to enforce or carry out any provision of this Lease.

**ARTICLE FOURTEEN**

(A) SURRENDER: LESSEE shall, at the expiration or other termination of this Lease, remove all of LESSEE'S goods and effects from the Leased Premises. LESSEE shall deliver to LESSOR the Leased Premises and all keys, locks, and other fixtures and equipment connected therewith, and all alterations, additions and improvements made to or upon the Leased Premises, including but not limited to any offices, partitions, floor coverings (including computer floors), plumbing and plumbing fixtures,air conditioning equipment and ductwork of any type, exhaust fans or metal shelving, and all electrical work including but not limited to lighting fixtures of any type, wiring, conduit, distribution panels, outlets and disconnects. LESSEE shall deliver the Leased Premises broom clean and in the same condition as it was at the commencement of the term, or as it was modified with LESSOR’S approval during the term, reasonable wear and tear and damage by fire or other casualty only excepted.

**ARTICLE FIFTEEN**

(A) COMPLIANCE WITH LAWS: In all of its activities hereunder and in its occupancy of the Leased Premises, LESSEE shall comply with all applicable Federal, state and local laws, regulations and bylaws. The LESSOR, in any activities related hereto, will comply with all applicable law.

(B) NON-DISCRIMINATION: The Parties shall not discriminate against any person in their activities on the Leased Premises, including employees or applicants for employment, because of race, color, creed, national origin, age, sex, sexual orientation, sexual identity, disability, veteran status, ancestry or any other legally protected status. With respect to their exercise of all rights and privileges herein granted, the Parties shall undertake such affirmative action as is required by Federal and State laws, rules and regulations pertinent to civil rights and equal opportunity, unless otherwise exempted therefrom.

(C) If any term or provision of this Lease shall be judged invalid and unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law so long as the Lease continues to allow for each Party to receive the benefit of its bargain under the Lease.

(D) This Lease shall be governed by, construed, and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any action brought pursuant to this lease shall be brought in the courts of Franklin County, MA. Trial by jury shall be waived.

(E) GRANT TERMS AND CONDITIONS: The operation and improvement of the Leased Premises is being funded in part with grants from the Division of Local Services, Commonwealth of Massachusetts; therefore, this Lease is subject to the terms of the financial assistance contracts between and among the LESSOR, LESSEE and the Commonwealth of Massachusetts. The Parties agrees to abide by all terms and conditions of said contracts and to provide whatever documentation of compliance as may be required by either Party or the Commonwealth of Massachusetts.

**ARTICLE SIXTEEN**

1. ASSIGNMENT or SUBLEASING: The Leased Premises shall not be sublet or assigned.

**ARTICLE SEVENTEEN**

NOTICE: Any notice required under this Lease or relating to the Leased Premises, or to the occupancy thereof, shall be deemed duly served if sent by certified mail, return receipt requested, postage prepaid, addressed to LESSEE or LESSOR, as applicable, at the addresses below or to any other address designated in writing by one Party to the other Party:

**To:** Wendell P.O. Box 417

7 Wendell Depot Road

Wendell, MA 01379

Att: Town Administrator/Select Board

**To:** LeverettBox 300

9 Montague Road

Leverett, MA 01054

Att: Town Administrator/Select Board

(B) LESSEE and LESSOR represent, warrant and covenant that the execution, delivery, and performance of this Lease and the transactions contemplated herein are within the power, and authority of LESSEE and LESSOR and the person or persons executing this Lease on their behalf have been duly authorized to do so.

IN WITNESS WHEREOF, LESSOR AND LESSEE have hereunto set their hands and seals and intend to be legally bound hereby this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

LESSOR: LESSEE:

BY: BY:

**ATTACHMENTS**

**EXHIBIT A:** Description of Premises

**EXHIBIT A**

**DESCRIPTION OF PREMISES**