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MEMORANDUM

TO: BOARD OF SELECTMEN
RE: 180 SCHOOL ROAD / VERIZON / CELL TOWER LEASE
FROM: DOUG LOMONTE
DATE: OCTOBER 29, 2021

Here is an executive summary of the key terms of the proposed Land Lease Agreement.

- A. The purpose of the Agreement is to permit Verizon to construct a cell tower at the School Bus Depot at 180 School Street. A copy of Verizon’s engineering plans (including Key Map, Site Layout, Facility Plan Options and elevation drawing) is attached. With regard to the Facility Plan Options, please note that Verizon has advised me that it will pursue “Option 1” (i. e., set back from the parking lot). The facility will consist of a 123 foot monopole tower and equipment shed(s) within a fenced-in compound.
- B. The lease term is five years (initial term) with four 5-year extension options (exercisable by Verizon). That amounts to a total of 25 years, assuming that Verizon exercises all of its extension options. Verizon will have the right to terminate the Lease at any time before Verizon starts construction and, thereafter, each year, on the anniversary date of the start of construction. While seemingly odd in the context of an office or warehouse lease, those arrangements are normal in the context of cell tower leases.
- C. The rent starts at \$30,000 per year and will be payable in annual installments in advance. The rent will increase by 2.75% per year.
- D. Verizon will, initially, be the only carrier with equipment on the tower. The tower will, however, be designed to accommodate the equipment of other carriers (known as co-location) if and when other carriers express interest. Often, the other carriers hold back until construction is underway. If other carriers co-locate on the tower, the Town will be entitled to 30% of the co-location fees/rent.

- E. Verizon will be responsible for reimbursing the Town if Verizon's contractors cause any damage to the School Bus Depot parking lot.
- F. The Town will have the right to terminate the Lease – and presumably enter into an agreement with another carrier or site development company – if Verizon doesn't file an application with the Connecticut Siting Council within twelve months or doesn't receive approval from the Connecticut Siting Council within twenty-four months.
- G. Verizon will permit the Town to install public safety radio equipment on the tower in return for a co-location fee of \$1.00 per year (i. e., built-in flexibility to use the tower to meet future emergency communications needs).
- H. Upon expiration or earlier termination of the Lease, the Town will have the right (if the Town so chooses) to direct Verizon to leave the tower, buildings and fenced-in compound behind (i. e., built-in flexibility to assume ownership of the tower, as opposed to having it dismantled).
- I. Administrative items that remain to be completed before the Lease is ready for signature: Exhibit A (legal property description); and Exhibit B (survey to be prepared by Verizon, expected to be similar to the Site Layout).