

**Request for Proposals**

**LEASE OF LAND FOR  
INSTALLATION AND OPERATION OF WIRELESS  
COMMUNICATIONS EQUIPMENT**

**21 FOLLETTE STREET  
GRAFTON, MA**



**By: Timothy McInerney  
Town Administrator**

**For: Board of Selectmen**

**LEASE OF LAND FOR**  
**INSTALLATION AND OPERATION OF WIRELESS**  
**COMMUNICATIONS EQUIPMENT**  
**21 FOLLETTE STREET**  
**GRAFTON, MA**

The Town of Grafton invites mobile communications firms to submit proposals for the leasing of space for the installation and operation of wireless communications equipment. The lease shall be for a period of up to thirty (30) years. The proposer (Lessee) shall obtain all permits and pay all costs associated with the Lessee's equipment.

This Request for Proposals (“RFP”) is made pursuant to Massachusetts General Laws, Chapter 30B, Section 16, pertaining to lease of Real Property. Documents can be obtained on the Town of Grafton’s webpage or by emailing Rebecca Meekins at [meekinsr@graffton-ma.gov](mailto:meekinsr@graffton-ma.gov). Documents available August 29, 2018.

By submission of a proposal, the firm submitting a proposal agrees to enter into a lease with the Town of Grafton (the "Town") that incorporates all the terms and conditions of this RFP if the firm’s proposal is accepted by the Town. The Lessee will be responsible for obtaining any required permitting pursuant to federal, state and local regulations and codes, including zoning, and all costs of construction and maintenance of their facilities.

**I. Overview:**

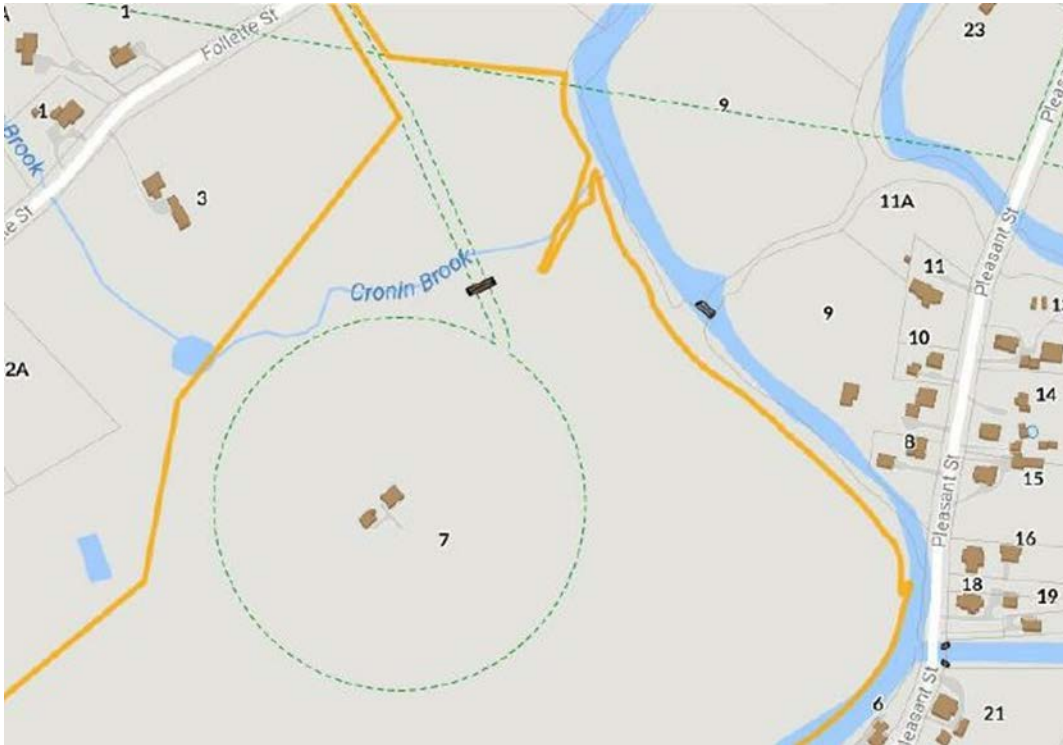
The Town of Grafton, has declared that the below-described property is available for leasing. The Town invites person(s) or firm(s) to submit proposals for the leasing of certain space at 21 Follette Street (the “Property”) for the installation and operation of wireless communications equipment.

**II. Description of Property to be Leased:**

1. The property located at 21 Follette Street is currently zoned for Residential up to 40,000 sq. ft. (R40). For the Town’s source of title for this property see deed recorded September 23, 1985 with the Worcester Registry of Deeds in Book 8947, Page 246. This piece of property exists within the Water Supply District as well as within the Flood Plain District.

2. The land being offered for lease is a portion of the property, located at 21 Follette Street, Massachusetts, designated to hold materials described as cellular services tower with a 100' by 100' parcel containing 10,000 square feet together with the “Rights of Way” for ingress and egress, seven (7) days a week, twenty-four hours a day, over a twenty (20') foot wide right-of-way extending from Follette Street, to the area. The installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the rights of way will also be included. Bidder will be responsible for locating the cell lease area on the parcel in compliance with local regulations and bylaws.

3. The successful Bidder(s) will coordinate with the Town and consider the area of the property currently leased to the Grafton Water District, indicated by the green dotted line on the map below. Any permitting of a facility will be subject to review by the Grafton Water District and must adhere to the terms of the existing lease between the Grafton Water District and the Town of Grafton.



### **III. Submission Deadline**

The Town will accept proposals until **4PM, on October 24, 2018** at the

Town of Grafton Municipal Offices  
30 Providence Rd.  
Grafton, MA 01519  
“21 Follette Cell Tower Proposal”

### **IV. Pre-Submittal Conference, Site Inspections, Testing:**

1. The Town makes no representations of any kind with respect to the Property, its adequacy to support the equipment, or the appropriateness of the Property for use as a site for wireless communication equipment. Interested parties will be permitted to inspect the Town's plans, specifications and other records relating to the Property, to make inspections,

perform engineering surveys and tests at their own expense and with prior approval of the Town. Each potential Lessee will be responsible for determining the adequacy of the structure to support the potential Lessee's equipment and the suitability of the Property for use as a wireless communication equipment site.

2. All improvements, equipment, antennas and conduits shall be at Bidder's expense and their installation shall be at the discretion and option of Bidder. Bidder may have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates during the term. The successful bidder is responsible for all engineering and permitting work associated with obtaining a special permit from the Planning Board. It is understood and agreed that the successful Bidder's ability to use the premises is contingent upon its obtaining after the execution date of an Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit the Bidders use of the Premises as set forth above.
3. Interested parties will be able to schedule appointments to conduct testing at the Property the week of **September 17-21**. A Certificate of Insurance must be provided to the Town Administrator's Office no less than two (2) business days in advance of the scheduled date of testing. The Certificate of Insurance should provide evidence of the following coverage:

Commercial General Liability, including Owner's and Contractor's Protective Liability: \$1 million dollars per occurrence, \$3 million aggregate  
Automobile Liability: \$500,000 per occurrence  
Workers Compensation and Employer's Liability: amounts as required by M.G.L. Chapter 152.

The insurance certificate must also state the dates of coverage and the location to which the coverage applies and list the Town as an additional insured. Persons and/or companies conducting site tests will also be required to execute a Hold Harmless and Indemnification Form (Form E – Attached) a Certificate of Corporate Authority (Form F – Attached) and Certificate of Foreign Corporation (Form G – Attached) as applicable.

## **V. Submission Requirements**

Proposals shall include, at a minimum, the following:

1. Plans, photos, and other documents to clearly outline the scope of the installation and the equipment necessary for the proposed Lessee's use of the premises. The means of attachment of all and any equipment must be approved by a professional engineer hired by the Town of Grafton. All costs associated with plan review and approval, and work inspection and acceptance as to compliance with the approved plans shall be borne by the Lessee.

2. Photos of other existing telecommunication installations similar to the proposal belonging to the proposed Lessee, if any.
3. A list of the locations of all wireless communication facilities that the proposed Lessee has installed on municipal or state-owned property in Massachusetts over the past three (3) years, and the name, address and telephone number of the owner of the site(s). If the proposed Lessee has not yet installed facilities in Massachusetts, it may provide information about sites of comparable facilities which it has installed in other states.
4. Evidence of Federal and State Licenses.
5. A copy of the audited financial statements from the proposed Lessee for the most recent fiscal year.
6. A complete letter outlining the proposal, price, deviation from the RFP if any, and other details including a letter of transmittal signed by the individual authorized to negotiate for and contractually bind the proposed Lessee, stating that the offer is effective for at least forty-five (45) calendar days from the submission of proposals, or until it is formally withdrawn, or a lease is executed, or this RFP is cancelled, whichever occurs first.
7. A completed Proposal Form. (Form A – Attached)
8. A completed Price Proposal Form. (Form B- Attached).
9. A signed Certificate of Tax Compliance. (Form C – Attached).
10. A signed Certificate of Non-Collusion. (Form D – Attached).
11. Hold Harmless Form. (Form E – Attached).
12. Certificate of Corporate Authority. (Form F – Attached).
13. Certificate of Foreign Corporation. (Form G- Attached).
14. Completed disclosure of beneficial interest in real property transaction as required by Mass. Gen. Law, c. 7C, §38. (Form H- Attached).
15. A statement of intent to comply with the Town of Grafton Zoning Bylaw, Section 5.8, Wireless Communications Facilities.
16. A structural assessment by a Massachusetts Registered Professional Structural Engineer attesting that the tower, including railings, ladders, walkways and supports,

will not be structurally damaged by the attachment of antennas and that the tower can structurally support the antennas.

17. Three (3) copies of the proposals are to be submitted: One original and two (2) photocopies of the original.

Each proposal should satisfy all of the Proposal Submission Requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed non-responsive and result in rejection of the proposal unless the Town determines that such failure constitutes a minor informality.

Submission of a proposal shall be conclusive evidence that the proposed Lessee has examined the Property and the RFP documents and is familiar with all the conditions of the proposed lease(s). Upon finding any omissions or discrepancy in the RFP documents, the proposed Lessee shall notify the Assistant Town Administrator at meekinsr@graffton-ma.gov or by phone at 508-839-5335 ext. 1180 immediately so that any necessary addenda may be issued. Failure of the proposed Lessee to completely investigate the Property and/or to be thoroughly familiar with the RFP documents (including plans, specifications and all addenda) shall in no way relieve him or her from any obligation with respect to the proposal. The Town reserves the right to amend this RFP at any time by written notice to each proposed Lessee that has requested a copy of RFP prior to the deadline for submission of proposals, and to reject any and all proposals received, as determined to be in the best interests of the Town.

## **VI. Evaluation Criteria**

The purpose of information requested in this Section is to assist the Town in evaluating each proposal. Responses should be complete and full:

1. Financial Strength and Credit Worthiness:
  - a. A Highly Advantageous rating will be given to an offeror who has more than sufficient assets to enter into the Lease agreement and make payments for the total annual lease value set forth in the proposal. In particular, this highest rating will be reserved for offerors whose Dun and Bradstreet (or equivalent) classification for financial strength is "3A" or better, with a composite credit appraisal of "1".
  - b. An Advantageous rating will be given to an offeror who has sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of "1A" or above, with a composite credit rating of at least "2". Ratings of parent or sister companies who have only limited liability for the offeror shall not be considered.

- c. An Unacceptable rating will be given to an offeror who does not have sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of lower than “1A”.
- 2. Most Aesthetically Appropriate Use of the Property:
  - a. A Highly Advantageous rating will be given to an offeror whose proposed plans for the Property involve the most aesthetically appropriate use of the site by minimizing the visual and environmental impacts of the proposed facilities, consistent with the requirements of the Town’s Zoning Bylaw. Design measures taken to minimize the visual impact of the equipment will contribute to a Highly Advantageous rating.
  - b. An Advantageous rating will be given to an offeror whose proposed plans for the Property comply with the requirements of the Town’s Zoning Bylaw relative to such installations, and which use standard installation techniques, with only modest efforts in the area of mitigating visual impacts and protecting the environment.
  - c. An Unacceptable rating will be given to an offeror whose proposed plans for the Property are not for wireless communication tower purposes or otherwise do not comply with the Town’s Zoning Bylaw and the provisions of this RFP.
- 3. Technical Expertise and Capabilities Documentation of Need:
  - a. A Highly Advantageous rating will be given to an offeror who has significant technical expertise and capabilities for the construction, operation and maintenance of wireless communications towers, antennas, and other equipment. In particular, this highest rating will be reserved for offerors who are able to utilize the existing installed facilities on the tower and whose experience, professional licenses and accreditations, and professional references demonstrate that the offeror is capable of developing a specialized approach to the operation and maintenance of the wireless communication tower, antennas and communications equipment in a manner that is suitable for this Lease. To obtain this rating, an offeror must also provide detailed documentation of the need for such facilities to be located at this site. The material submitted pursuant to Section III of this RFP will be used to evaluate this criterion, and compelling arguments must be made of the need for the proposed installation at this site.
  - b. An Advantageous rating will be given to an offeror who has some technical expertise and capabilities for the operation and maintenance described above, and who provides adequate documentation of need in Grafton for these facilities.

- c. An Unacceptable rating will be given to an offeror who has no specific technical expertise or capabilities for operation and maintenance described above and who does not adequately describe the need for these facilities to be located in Grafton.
4. Experience with Similar Projects
- a. A Highly advantageous rating will be given to an offeror who has significant experience in the development and operation of facilities that are similar in nature, size, and scope.
  - b. An Advantageous rating will be given to an offeror who has experience in the development and operation of similar projects.
  - c. An Unacceptable rating will be given to an offeror who has no experience in the development and operation of similar projects.

## **VII. Specifications**

1. The Town shall have aesthetic control over the proposed Site Development Plan and shall approve all plans and specifications prior to construction. Such review and approval shall be above and beyond all required review and approval under all applicable federal, state, and local laws, rules, and regulations. Said aesthetic control shall include, but not be limited to review and approval of all equipment and appurtenance design and specifications, and site area landscaping design and specifications.
2. All costs associated with plan review and approval, and work inspection and acceptance as to compliance with the approved plans shall be borne by the Lessee.
3. Co-location of telecommunication providers shall be required. The facility shall be designed to accommodate other providers, if possible. The winning Lessee shall make every effort to accommodate the antenna space needs of other lessees.
4. The Lessee shall have installed communications equipment of the types and frequencies that will not cause “measurable interference” as defined by the Federal Communications Commission to present or future municipal communications equipment, other carriers, or to the residents of the Town of Grafton, MA. If the Lessee’s equipment causes such interference, the Lessee shall correct and eliminate such interference within thirty (30) days of written notification from the Town.

## **VIII. Minimum Requirements of Lessee:**

1. The rent space at the Site will be the annual rent plus any yearly increase for inflation as stipulated in the Lease Agreement, plus any amount due because of third party leases



or rentals, as stipulated in the Lease Agreement. A minimum first year's lease payment will be determined as per bid with an annual 3% escalation. All Proposals shall specify the rent for the first year (base rent) of the lease.

2. The initial term of the Lease shall be twenty (20) years commencing on the date of execution of a Lease, with two (2) five (5) year extension options.
3. The successful Lessee shall not assign this contract or any interest therein, without prior written consent of the Town.
4. The Lessee shall not be permitted to begin construction or installation of equipment before executing a Lease Agreement (Exhibit G) and obtaining all necessary permits and approvals as further provided in this RFP.
5. The Lessee shall maintain insurance satisfactory to the Town covering the facility as required in the Lease Agreement and shall hold harmless and indemnify the Town for any damages from construction or use of the facility. A Certificate of Insurance must be provided to the Town evidencing liability and worker's compensation coverage. The Certificate of Insurance must indicate the Town as an additional insured under the liability and automobile insurance policies for the entire term of the Agreement.
6. The Town or agents of the Town may, at reasonable times, upon reasonable prior notice to the Lessee, enter to view the Property. In the event of an emergency or perceived emergency, the Town may enter to make repairs or to inspect without prior notice to the Lessee. Annually, the Town shall conduct an inspection of the Property.
7. The proposed Lessee agrees and shall ensure that the installation of its equipment and its use will not interfere with the use of the Town's property for any purpose for which the Property is being used at the commencement of the Lease. The proposed Lessee shall also agree that its use of the Property will not interfere with use of the Property for wireless communication equipment by the Town or by other lessees and will make such changes or modifications to its equipment as may be required by the Town to eliminate or minimize such interference; provided, however, that any lessee of the Property shall be entitled to be reimbursed by a subsequent lessee for any costs incurred in relocating or modifying the equipment to eliminate interference with equipment installed by such subsequent lessee.
8. The Lessee will have responsibility for all utility costs for the antennas and associated apparatus and pay all costs associated with the installation, maintenance and insurance of the equipment and employees or contractors during construction and throughout the duration of the lease.
9. The Lessee will be responsible for obtaining and maintaining all required permits.

10. Following equipment installation, the Lessee shall not access the Property without first providing notice of the date and time of the visit to the Town of Grafton. The Town's activities and uses at the Site shall have priority over the Lessee's access rights.
11. The Lessee shall pay all costs associated with the installation, maintenance, and insurance of equipment and employees during installation and for the duration of the Lease Agreement, as stated in the Lease Agreement. All work must be performed in a good and workmanlike manner, and in a manner that will not adversely affect the structural integrity or maintenance of the Property or any existing structure on the Property or cause any other damage to the Town's property or structures. The Lessee shall reimburse the Town for any reasonable fees and expenses incurred by Town's consulting engineers in reviewing any such work by the Lessee, provided such fees and expenses do not exceed \$5,000.000
12. Furnish a removal bond in the amount of \$25,000 to provide for removal of equipment upon the termination of the lease.

#### **IX. Lease Terms and Conditions:**

Substantially in the form as provided in the attached Lease Agreement (the "Lease").

#### **X. Award of Lease**

The most advantageous proposal from a responsive and responsible proposer, taking into consideration the annualized value of the lease and all other evaluation criteria set forth in the solicitation, will be selected. In ascertaining the annualized rental value, the Town will consider the annual rent, including escalation clauses.

Final award of a lease is contingent upon the proposed Lessee's ability to demonstrate compliance with all federal, state and local laws, rules and regulations and obtaining any and all required permits and licenses. The Lease Agreement shall be the subject to the issuance of the Special Permit by the Zoning Board.

The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive any informalities and minor irregularities to proposals received.

#### **XI. Taxes**

The 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 the Lessee on the Leased Premises.

#### **XII. Termination**

At the end of the Lease Period, the Lessee shall remove all personal property and equipment installed at the Property, including any utility connections, and shall restore the Property to its pre-existing condition. Such removal shall be completed upon the expiration of the Lease period. If the Town does not require removal of all personal property including utility connections installed by the Lessee, it may require the Lessee to transfer title of such property and connections to the Town by appropriate written documentation.

## EXHIBIT G

### LEASE AGREEMENT

#### 1. Parties.

This LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Grafton, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a mailing address of Grafton Municipal Offices, 30 Providence Road, Grafton, MA, 01915, by and through its Board of Selectmen, hereinafter the "LESSOR" or the "Town" And \_\_\_\_\_ a (circle one individual, corporation, other ) with a usual business address of \_\_\_\_\_, hereinafter the "LESSEE".

#### 2. Definitions.

As used herein, the terms "wireless communication facility", "antenna"; "building mounted wireless communication equipment"; "facade-mounted wireless communication equipment"; "interior-mounted wireless communication equipment"; "roof-mounted wireless communication equipment"; and "satellite earth station antenna" shall refer to any equipment used by the Lessee for the purposes stated in this Lease.

#### 3. Lease of Property.

- a. The LESSOR hereby leases to LESSEE the Property, consisting of a portion of land in the south section of the parcel located at 21 Follette Street, as shown on Exhibit A attached hereto and incorporated herein, hereinafter, "the Leased Premises".
- b. The LESSEE shall have a non-exclusive right of access 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 4(b) of this Lease.

**4. Hours of Access:**

- a. Normal Business Hours: LESSEE's access shall be limited to access during normal business hours of the Town of Grafton. For purposes of this Lease, normal business hours shall be defined as Monday through Friday, between the hours of 7:00 a.m. and 3:00 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 in paragraph 4(a). The 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 Grafton personnel for emergency access and provided that LESSEE shall be responsible for paying any overtime or other costs incurred by the Town in connection with facilitating LESSEE's emergency access to the Leased Premises.

**5. Lease Term and Rental.**

- a. The Initial Term ("Initial Term") of this Lease shall be for a period of \_\_\_\_\_ beginning on the date of execution hereof at an annual rental of \$\_\_\_\_\_. Rent shall be paid annually, in advance, by check made payable to the Town of Grafton and mailed or hand-delivered to:

Town Administrator  
30 Providence Road  
Grafton, MA 01519

- c. Rent Escalation: Beginning in year two (2) of the Initial Term, and each year thereafter, including during any Extension Terms exercised, the rent shall be increased by 3%.
- d. Extension of Term. The LESSOR shall have the option to extend the term of this Lease Agreement for up to two (2), five (5) year extensions.

**6. Electric Service.**

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

**7. Co-Locators and Non-Interference.**

- a. Co-Locators: The LESSEE acknowledges and agrees that this Lease Agreement is non-exclusive, and, as such, the LESSOR maintains the right to co-locate Lessor's wireless communication equipment 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. If there is an addition of other wireless communication equipment to the Leased Premises or the Lessor's surrounding property, then LESSOR agrees to cause the operator of such additional equipment to enter into an agreement reasonably satisfactory to LESSEE, pursuant to which such other operator agrees to eliminate, without cost and expense to LESSEE, any interference to Lessee's operation caused by such operator's equipment.
- b. The LESSEE agrees that its use of the Leased Premises will not interfere with use of the Leased Premises for wireless communication equipment by the LESSOR or by other lessees. The LESSEE agrees and shall ensure that the installation and use of its wireless communication equipment will not interfere with the Lessor's use of the Leased Premises for any purpose for which the LESSOR is using the Leased Premises at the commencement of the Lease Agreement, or any similar purpose for which LESSOR may use the Leased Premises during the term of this Lease Agreement or any extension thereof.

**8. Use.**

- a. LESSEE shall use the Leased Premises for the purpose of constructing, maintaining, repairing, replacing and operating wireless communication equipment, which equipment shall consist of, \_\_\_\_\_. (Attach Lessee's plan)
- b. LESSOR grants the 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, egress, and regress 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 or construction of an associated storage facility within the Town of Grafton. LESSEE shall maintain the Leased Premises and all of the LESSEE's improvements on the Leased Premises in a reasonable condition.

**9. Maintenance.**

- a. 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 47 CFR Part 17, and any future amendments thereto. The 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. An alterations or

improvements shall be at LESSEE's sole cost and expense, shall be in quality at least equal to the existing 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 the LESSOR's consent, which shall not be unreasonable withheld or delayed.

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

#### **10. LESSOR's Access.**

- a. The LESSOR or agents of the LESSOR may, at reasonable times, upon reasonable prior notice to the LESSEE, enter to view the Leased Premises. In the event of an emergency or perceived emergency, the LESSOR may enter to make repairs or to inspect without prior notice to the LESSEE. Annually, the LESSOR shall conduct an inspection of the Leased Premises.

#### **11. 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.

#### **12. Indemnification.**

- a. The LESSEE shall indemnify, hold harmless and defend the LESSOR against any and all claims, damages, suits or causes of action for damages arising after the commencement of this Lease and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained by any person or persons whatever in or about the Leased Premises. It is the intention and agreement of the parties hereto that the LESSOR, its officers, boards, committees, agents, servants and employees shall not be liable for any personal injuries to the LESSEE or its officers, agents, employees, or invitees or to any other person entering the Leased Premises, or for any injury to any property of the LESSEE, its officers, agents, employees, or invitees, or any property on any part of the Leased Premises, irrespective of how said damage or injury was caused

whether from actions of the LESSEE or any other person, except that damage arising from a provable omission, fault, negligence or other misconduct of the LESSOR in or about the Leased Premises shall remain the responsibility of the LESSOR. LESSEE shall promptly notify LESSOR of any claim or proceeding brought against LESSEE in connection with Lessee's operations on the Leased Premises and agrees to undertake forthwith to defend such action or proceeding, at Lessee's own cost and expense, and hold the LESSOR harmless and indemnify the LESSOR against any liability thereon which may be asserted or imposed.

b. The LESSEE shall indemnify and save harmless the LESSOR of and from any and all liability, loss, damage, expense, cause of action, suit, claim and judgment, including reasonable legal expenses in connection with defending against such action, suit or claim arising from injury to persons or property of any and every nature and for any matter arising from the LESSEE's occupation and use of the Leased Premises occasioned by the LESSEE, its agents, employees, or invitees during the term of this Lease.

### **13. Insurance.**

- a. Liability Insurance, With respect to the Leased Premises and any adjacent property owned by the LESSOR and used by the LESSEE for ingress and egress to the Leased Premises, the LESSEE shall maintain at all times during the term of this Lease Agreement or any extension thereof, at its own expense and cost, comprehensive public liability insurance which shall include the broad form comprehensive general liability against injury to persons or damage to property insuring LESSEE and LESSOR as an additional named insured, against any claim of liability arising out of LESSEE's use or occupancy of the Leased Premises. Such insurance shall further provide coverage in the minimum amount of three million dollars (\$3,000,000) and shall be issued by a responsible company qualified to do business in Massachusetts and in good standing therein.
- b. Fire Insurance. The LESSEE shall, at all times during the term of this Lease Agreement or any extension thereof, at its own expense and cost, maintain insurance for the Leased Premises and all wireless communication equipment, which insurance shall provide protection against fire and the risks covered by: (1) 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 the Leased Premises. The 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. The LESSEE shall on demand reimburse the Lessor all extra insurance premiums caused by the LESSEE's use of the premises.

- c. Certificates of such insurance shall be delivered to LESSOR at or prior to the commencement date of the Lease and certificates of renewals or replacements thereafter shall be furnished to LESSOR prior to the expiration date of each such insurance policy.
- d. All such policies of insurance shall contain an endorsement that they may not for any reason be cancelled or terminated for failure or refusal to renew by the insurance company or by LESSEE, except only if the insurance companies issuing such policies shall notify the LESSOR in writing by certified or registered mail no less than ten (10) days prior to the effective date of such proposed cancellation, termination or failure or refusal to renew.

In the event that any such policy is proposed to be terminated, not renewed or otherwise cancelled for any reason whatsoever, by the insurance company or the LESSEE, the LESSEE shall also immediately and prior to the effective date of such termination, cancellation or non-renewal provide equivalent substitute policies in like qualified companies and in like amounts to the LESSOR. Upon failure to so provide such substitute policies the LESSOR may secure equivalent insurance coverage and the LESSEE shall, upon demand, pay the total premium charges thereon either directly to the insurance companies or reimburse the LESSOR for the premiums if paid by the LESSOR.

#### **14. Fire and Casualty.**

- a. In the event of damage or destruction of any portion of the Leased Premises by any casualty insured against by LESSEE, all sums payable under policies of insurance with respect to such damage ("Insurance Proceeds"), must first be applied by the LESSEE for restoration of the premises, second to the restoration or replacement of any lost or damaged personal property, third to reimburse the LESSEE for the cost of insurance, fourth any remaining proceeds to be retained by the LESSEE for the future repair and maintenance of the premises, and fifth, any remainder to be paid to the LESSOR. LESSEE shall make the Insurance Proceeds available for the purposes specified herein. Any portion of the Insurance Proceeds not used to restore or rebuild the structures on the Leased Premises shall be paid over to the LESSOR.
- b. When such fire or casualty renders the Leased Premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this Lease. LESSEE may terminate this Lease by giving written notice to the LESSOR of its intention so to do within thirty (30) days after the date of such damage or destruction, provided such notice shall be accompanied by the payment or assignment to the LESSOR of LESSEE's interest in the Insurance Proceeds recovered or recoverable as a result of such casualty.
- c. If LESSEE fails to notify the LESSOR of its intention to terminate the Lease as specified in the immediately preceding paragraph, or fails to restore the Leased



Premises to its prior condition within ninety (90) days of said damage, Lessor may terminate this Lease.

#### **15. Eminent Domain.**

If the entire Leased Premises shall be taken by right of eminent domain, the Lease shall terminate, as of the time that possession is required by the taking authority. If only part of the Leased Premises shall be so taken by right of eminent domain, then if the part so taken renders the remaining premises unfit or unsuitable for continued use and occupancy, or if the Leased Premises cannot, in the reasonable judgment of LESSOR, be restored not later than ninety (90) days after possession, LESSOR may terminate this Lease. LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

#### **16. Defaults and Bankruptcy.**

- a. In the event that: (1) the 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) the LESSEE shall default in the observance or performance of any other of the 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; or, (3) the 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 the 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 the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.
- b. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, in the observance or performance of any conditions or covenants on the LESSEE's part to be observed or performed under or by virtue of any of the provisions in this Lease, then the 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 the LESSEE. If the 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 the LESSOR by the LESSEE as additional rent. LESSOR shall give LESSEE sixty (60) days' notice before any interest shall be charged.

## **17. Termination.**

LESSEE: In the event that

- (a) any of the certificates, permits, licenses, or other approvals required by any federal state, and local authorities issued to LESSEE is cancelled, expires, lapses, or is otherwise withdrawn or terminated by government authority so the 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 rentals 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.
- (c) Upon termination of the Lease for any reason including reaching the end of the Lease Period, the Lessee shall remove all personal property and equipment installed at the Site, including any utility connections, and shall restore the Site to its pre-existing condition. Such removal shall be completed upon the expiration of the Lease period. The Town reserves the right to utilize the removal bond for these purposes. In the alternative, if the Town does not require removal of all personal property including utility connections installed by the Lessee, it may require the Lessee to transfer title of such property and connections to the Town by appropriate written documentation.

## **18. Surrender.**

The LESSEE shall at the expiration or other termination of this Lease remove all the Lessee's 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(b), 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 coaxial cable. The LESSEE shall deliver to the 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 good condition, damage by fire or other casualty, reasonable wear and tear, takings by eminent domain and damage properly attributable to the LESSOR only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, the LESSOR is hereby authorized, without liability to LESSEE for loss

or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE's expense, or to retain same under the LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

#### **19. Assignment.**

This Agreement may be assigned or transferred at any time to LESSEE's successors, affiliates or subsidiaries only upon the written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed. Such successors, affiliates, or subsidiaries shall meet all provisions of this Agreement. No other assignments will be permitted.

#### **20. Amendment.**

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

#### **21. Severability.**

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

#### **22. 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.

#### **23. Governing Law.**

This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts. No litigation

concerning this Lease Agreement and the performance thereof, shall be conducted in, or removed to any federal district court.

**24. Service of Process.**

LESSEE's agent is authorized to receive Service of Process on behalf of LESSEE, with respect to any matter related to this Agreement and the performance thereof.

**25. Notice of Lease.**

LESSOR agrees to execute a Notice of Lease pursuant to M.G.L. c. 183, §4, to be prepared by LESSEE, which Notice may be recorded by LESSEE at its expense. Immediately upon recording a copy shall be sent to the LESSOR.

**26. Notices.**

All notices 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) and shall be deemed received as of the earlier of five days after the date of the postmark or actually receipt thereof:

LESSOR:

Town of Grafton  
Board of Selectmen  
30 Providence Road  
Grafton, MA 01519

LESSEE:

\_\_\_\_\_

LESSEE'S LOCAL AGENT FOR SERVICE OF PROCESS:

\_\_\_\_\_

**27. Entire Agreement.**

This Agreement contains all the agreements, promises and understanding between the LESSOR and LESSEE and no oral agreements, promises or understandings shall be binding upon either the 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 this day.

LESSOR: Town of Grafton  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Town Counsel

Date: \_\_\_\_\_

LESSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Business

Date: \_\_\_\_\_

FORM A  
PROPOSAL

Lease of Municipal Real Estate \_\_\_\_\_ (Name of Site)  
Wireless Communications Facilities

TOWN OF GRAFTON  
30 Providence Road  
Grafton, Massachusetts 01519

1. Name of Person or Business Submitting Proposal:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Please check off one of the following:

( ) If a corporation, State of Incorporation:

\_\_\_\_\_

( ) If a partnership, names of partners:

---

---

---

( ) Individual

( ) Other: \_\_\_\_\_

---

Signature

---

Name of Person Signing

---

Title

---

Name of Business

---

Address

---

Federal Identification Number

FORM B  
PRICE PROPOSAL

Lease of Municipal Real Estate \_\_\_\_\_(Name of Site)  
Wireless Communications Facilities

TOWN OF GRAFTON  
30 Providence Road  
Grafton, Massachusetts 01519

This price summary form must be submitted with the offeror's proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Offeror's Name: \_\_\_\_\_

Rent per year: \$ \_\_\_\_\_ Written: \_\_\_\_\_

*Note: Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

\_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Signature of person signing proposal

\_\_\_\_\_  
Name of Business (please Print or Type)

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

FORM C  
TAX ATTESTATION CERTIFICATION

Pursuant to M.G.L., Ch. 62C, s. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

Name of person signing proposal

---

Signature of person signing proposal

---

Name of Business (please Print or Type)

---

Social Security Number or Federal  
Identification Number\*

Date: \_\_\_\_\_



FORM D  
CERTIFICATE OF NON-COLLUSION

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

Name of person signing proposal

\_\_\_\_\_  
Signature of person signing proposal

\_\_\_\_\_  
Name of Business (please Print or Type)

Date: \_\_\_\_\_

FORM E  
HOLD HARMLESS & INDEMNITY AGREEMENT

\_\_\_\_\_ (hereinafter "the Company") shall indemnify and hold harmless the Town of Grafton, and its officers, employees, agents, and servants, from and against any and all claims, suits, action, legal or administrative proceedings, damages, liabilities and reasonable attorney fees, costs, and expenses arising from the act(s) or omissions(s) of the Company, or anyone acting under its direction, control or on its behalf in connection with the site visit and inspection being performed 21 Follette Street, Grafton, MA, shown on Assessor's Map \_\_\_ Parcel \_\_\_ (the Site) on \_\_\_\_\_ (date) and from \_\_\_\_\_ (hours of view). The foregoing indemnity and hold harmless agreement shall not apply to any liability caused by the acts, omissions, fault or negligence of the Town of Grafton or anyone acting under its direction, control or its behalf.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FORM F  
CERTIFICATION OF CORPORATE AUTHORITY

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL

FORM G  
CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of \_\_\_\_\_  
(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

\_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Signature of person signing proposal

\_\_\_\_\_  
Name of Business (please Print or Type)

Date: \_\_\_\_\_

FORM H  
DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM), as required by M.G.L. c.7C, §38, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency (as defined in G.L. c.7, §39A) involved in this transaction:

Town of Grafton

2. Complete legal description of the property:

3. Type of Transaction:  Sale  Lease or rental for \_\_\_\_\_  
(term).

4. Seller(s) \_\_\_\_\_ or Lessor(s):

Purchaser(s) \_\_\_\_\_ or Lessee(s):

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the public agency named in Item 1, above. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance (DCAMM) within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

\_\_\_\_\_  
Name of person signing proposal

\_\_\_\_\_  
Signature of person signing proposal

\_\_\_\_\_  
Name of Business (please Print or Type)

Date: \_\_\_\_\_

**This Statement must be filed with:**

Deputy Commissioner of Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place – 15<sup>th</sup> Floor  
Boston, MA 02108

**Please send a copy of this fully executed Disclosure Statement to:**

Town Administrator  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519