

ADDENDUM NO.1

for

Request for Proposal

Lease of Land to Erect a
Wireless Communications Facility
at
Pondside Road

Town of Longmeadow
Massachusetts

May 31, 2013

This document serves as Addendum No.1 for the Request for Proposal (RFP) for Lease of Land to Erect a Wireless communications Facility at Pondside Road. This Addendum forms part of the RFP and modifies the original document. **Acknowledge the receipt of all addenda numbers issued on the PROPOSAL SUBMISSION FORM.** Failure to do so may subject the bidder to disqualification.

The following changes and/or additions are to be made to the original Request for Proposal dated May 8, 2013:

CHANGE IN PROPOSAL DEADLINE:

Delete all reference in the original RFP proposal deadline that is listed as Wednesday, June 12, 2013 at 11:30am. **In its place insert the new revised proposal deadline which is:**

Friday, June 28, 2013 at 11:30am.

(End- Addendum No.1)

Request for Proposal

Lease of Land to Erect a Wireless Communications Facility at Pondside Road



Town of Longmeadow
Massachusetts

May 8, 2013

TOWN OF LONGMEADOW

Request for Proposal
for
Lease of Land to Erect a
Wireless Communications Facility
at
Pondside Road

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LEGAL NOTICE:

Request for Proposal(RFP):

Lease of Land to Erect a Wireless Communications Facility at Pondsides Road

The Town of Longmeadow, MA is accepting sealed proposals to lease Town owned land for the placement and installation of a wireless communications cell tower facility and related apparatus at the Pondsides Road cell tower site, registered by Hampden County Registry of Deeds in Book 1428, Page 148 and Book 1492, Page 310, the address is 73 Pondsides Road, Longmeadow, MA 01106.. Approximately 4,900 square feet. Proposal packet is available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (P: 413-565-4185). Proposal documents including all addenda will also be posted online and may be accessed online at the Purchasing Department webpage found through Longmeadow website: www.longmeadow.org . Select 'Department' from the toolbar, then select 'Purchasing', then select 'Bid & RFP Finder' to view documents. Proposers that download documents online are encouraged to register with the Purchasing Department. Others are required to monitor the website prior to the bid deadline for additional information and issued addenda. Failure to acknowledge addenda may result in a proposal rejection. The contract will be a five year lease contract with renewal option to extend the lease for up to two additional five (5) year terms.

Sealed proposals will be accepted at the Longmeadow Purchasing Department until the proposal deadline of Wednesday, June 12, 2013 at 11:30AM. Late proposals will be rejected. Following the proposal deadline, proposals received will be immediately logged in the auditorium at the Purchasing Department address.

The Town of Longmeadow, acting through the Town Manager, the awarding authority reserves the right to reject any or all proposals, waive minor informalities, and to award the lease in the best interest of the Town.

I. Introduction

The Town of Longmeadow Massachusetts is accepting proposals from interested applicants for lease of a portion of Town property for the purposes of installing a wireless communications facility including tower and related apparatus. The location is on Town owned land located off of Pondsides Road (“The Property”), as show on the section attached as ‘Exhibit A’. The Property location is registered by Hampden County Registry of Deeds in Book 1428, Page 148 and Book 1492, Page 310. The Longmeadow Assessor has the address notated as 73 Pondsides Road, Longmeadow, MA 01106. The purpose of this request for proposal (RFP) is to solicit lease proposals on a fair and competitive basis.

The Property is currently under lease with Cellco/Crown Atlantic and they are on the final year of a 15 year lease which will conclude on approximately November 22, 2013. There is currently a wireless communications facility located at the site that was installed by Cellco and is personal property of Cellco. Attached is ‘Exhibit B’, the Lease Agreement between “Cellco” and the “Town”. Proposers should review the lease agreement with particular attention to Section 9- ‘Removal of Cellco’s Personal Property’. Proposers should be aware that there have been no discussions with Cellco regarding their personal property or site transition and timing beyond the expiration of the current contract. The amount of the April, 2013 check received from Cellco (Crown Atlantic) was \$6,376.81 consisting of a base monthly lease payment of \$3,578.54, and the following 20% co-location commission share from Metro PCS of \$407.38, Cingular co-location commission of \$1,174.67, T-Mobile co-location commission of \$548.00, and Sprint co-location commission of \$668.22. Proposers are responsible for submitting a plan for installation of its equipment or reuse of the Property. Once a proposal is selected it will be the sole responsibility of the successful proposer to obtain all necessary permits and approvals required for the installation of its equipment and for all costs for construction and maintenance of its facilities. A lease will be required and is subject to review and approval of the Awarding Authority of the Town’s Counsel.

A lease will be required and is subject to review and approval by the Awarding Authority Manager and the Town's legal counsel.

Objectives in offering this RFP is to:

- a. Control the potential number of telecommunication facilities, including towers, in the Town.
- b. Insure that any telecommunications facilities which are constructed are as innocuous as possible.
- c. Identify a reliable and experienced firm capable of providing and supporting the services requested.

The Town of Longmeadow acting through the Town Manager, the Awarding Authority reserves the right to reject any and all proposals, waive minor informalities and to award the contract in the best interest of the Town.

II. Request for Proposal Instructions

Proposal Instruction

The requirements set forth in these “RFP Instructions” shall become an integral part of a subsequent contractual arrangement.

Receipt of Proposals

Proposal submissions will be accepted at the Town of Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (P: 413-565-4185) until the proposal deadline of Wednesday, June 12, 2013 at 11:30AM. Late proposals will be rejected. Following the proposal deadline, proposals received will be immediately logged in the Auditorium at the Purchasing Department address. Proposal submissions received by the Town shall be valid for a period of 90 days following the proposal deadline, or if additional time is required, then proposals shall be considered valid pending mutual consent of both the Proposer and the Town.

Marking of Envelopes

Deliver proposals no later than the proposal deadline, **Wednesday, June 12, 2013 at 11:30AM** to:

Town of Longmeadow
Purchasing Department, Attn: Chad Thompson
735 Longmeadow Street, Suite 101
Longmeadow, MA 01106

Postmarks will not be considered. It is the sole responsibility of the proposer to be sure that the proposal arrives on time. Proposals should be clearly marked “**RFP- CELL TOWER FACILITY**”. The proposer’s **Name & Address** should also be on the envelope.

Within the delivered envelope, separate & sealed envelopes should be submitted for both the ‘Technical Proposal’, and ‘Price proposal’:

Technical Proposal: The technical proposal envelope should be marked with the proposer’s **NAME & ADDRESS** followed by ‘**RFP-CELL TOWER FACILITY, TECHNICAL PROPOSAL**’.

Include **five** (5) copies of the Technical Proposal. The Technical Proposal should contain the following information as detailed and outlined in section- ‘VIII. Submission Requirements’:

- ___ Proposal summary
- ___ Information on the proposer
- ___ Background on the proposer
- ___ Description of the proposed wireless communications cell tower facility & related equipment
- ___ Certificate of License from the Federal Communications Commission
- ___ Certificate of Non-Collusion (Form Attached)
(Please note that failure to submit the certificate of non-collusion will result in immediate disqualification of the proposal)
- ___ Statement of Tax Compliance (Form Attached)
- ___ Disclosure of Beneficial Interest in Real Property Transaction (Form attached)
- ___ Certificate(s) of Insurance for coverage as specified
- ___ Proposed Time Line

Price Proposal: The price proposal should be in a sealed envelope marked with the proposer's **NAME & ADDRESS** followed by **“RFP-CELL TOWER FACILITY, PRICE PROPOSAL”**.

Include **two (2)** copy of the Price Proposal. The Price Proposal should contain the following information as detailed and outlined in section- ‘VIII. Submission Requirements’:

- ___ Present a price proposal. The base lease price proposal should be no less than \$43,200 per year (\$3,600/month), which is the base lease ‘Minimum Requirement’. Proposers should take note of the following annual CPI adjustment requirement: The annual rent payable for the base lease price during the first 12-month period shall be increased by the percentage over the initial 12-month period in the United States Department of Labor Bureau of Labor Statistics during the third, fourth and fifth 12-month period shall be similarly increased by applying the foregoing escalation to the rent paid, including the escalation, during the preceding 12 month period. Rent during the first year of the first five (5) year extension term shall be adjusted by applying the escalation provision contained in this section to the fifth year of the initial term and the rent for the remaining four years of the first five (5) year extension period, and for each year of the second five (5) year extension period shall be annually adjusted in the same manner.
- ___ The Price Proposal should also present a price proposal for Co-Location percentage of income to be shared with the Town. Proposers should document a percentage that is 20% or greater in their price proposal. The ‘Minimum Requirement’ is that no less than a twenty percent (20%) share of Co-Location income by third party received by the Lessee for co-location at the Property will be payable to the Town.
- ___ Other services to the Town, such as cellular telephone services, and the value of service offered (optional).

III. Request for Proposal Conditions

Opening of Proposals

All the technical proposals will first be reviewed and evaluated. Following the technical proposal evaluation, the price proposals will be opened and reviewed. The Town will not be responsible for the premature opening of any proposal not properly identified.

Interpretation of Contract Documents

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed or faxed to all proposers on record as having requested the RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under his submission. All addenda as issued shall become part of the contract documents. Any addenda will be available from the Purchasing Department of the Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, Phone 413-565-4185. Proposal documents including all addenda will also be posted online and may be accessed online at the Purchasing Department webpage found through Longmeadow website: www.longmeadow.org . Select ‘Department’ from the toolbar, then select ‘Purchasing’, then select ‘Bid & RFP Finder’ to view documents. Proposers that download documents online are encouraged to register with the Purchasing Department. Others are required to monitor the website prior to the bid deadline for additional information and issued addenda. Failure to acknowledge addenda may result in a proposal rejection. Any issued addenda will be posted to the website no later than two days before the actual proposal deadline.

Modification of Proposals:

A proposer may correct or modify a proposal by written notice received by the awarding authority prior to the submission deadline. Modifications must be submitted in a sealed envelope clearly labeled "MODIFICATIONS TO RFP- CELL TOWER FACILITY". The name and address of the proposer should also be documented on the envelope.

After the submission deadline, a proposer may not change any provision of the proposal. Minor informalities will be waived or the proposer will be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

Withdrawal of Proposals

Proposals may be withdrawn prior to the time of receipt of proposals, only on written request to the awarding authority. No proposer shall withdraw his proposal within a period of ninety (90) days after the date set for the receipt of proposals.

Unexpected Closures

If at the time of the scheduled receipt deadline, the Longmeadow Community House (735 Longmeadow Street) is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of proposals will be postponed to the next normal business day at the time posted in the request for proposals. Proposals will be accepted until that date and time.

Good Faith, Fraud, and Collusion

The proposer hereby certifies that no officer, agent or employee of the Town of Longmeadow has a special interest in the RFP; that the proposer is competing solely on it's own behalf without connection with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work (See Certificate of Non- Collusion form which must be completed and returned with proposal).

IV. General & Special Provisions

- The Town reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award the lease in the best interest of the Town.
- All proposals received become the property of the Town of Longmeadow.
- The firm selected shall be expected to comply with all applicable federal and state laws in the exercise of its rights under the lease.
- 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 successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).

- The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of the lease.
- Firms and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.
- Proposals must be unconditional.

V. Property Site

The Town of Longmeadow Massachusetts is accepting proposals from interested applicants for lease of a portion of Town property for the purposes of installing a wireless communications facility including tower and related apparatus. The location is on Town owned land located off of Pondsides Road (“The Property”) in Longmeadow, Massachusetts, as show on the section attached as ‘Exhibit A’. The Property location is registered by Hampden County Registry of Deeds in Book 1428, Page 148 and Book 1492, Page 310. The Longmeadow Assessor has the address notated as Property Location: 73 Pondsides Road, Longmeadow, MA 01106, MAP ID: 581/150/74/A/. Vision ID: 100103. The Property is owned by the Town of Longmeadow and designated for Assessor use code: 4300, ‘Tel x Station’. The placement and installation of the communications equipment shall not interfere or jeopardize the function and operation of public works systems, utilities and driveway presently located on and/or near on the Property.

The Property is currently under lease with Cellco/Crown Atlantic and they are on the final year of a 15 year lease which will conclude on approximately November 22, 2013. There is currently a wireless communications facility located at the site that was installed by Cellco and is personal property of Cellco. Attached is ‘Exhibit B’, the Lease Agreement between “Cellco” and the “Town”. Proposers should review the lease agreement with particular attention to Section 9- ‘Removal of Cellco’s Personal Property’. Proposers should be aware that there have been no discussions with Cellco regarding their personal property or site transition and timing beyond the expiration of the current contract.

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. Offerors 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, and otherwise to assure themselves that the site will be suitable for the proposed use.

Proposers shall make recommendations as to the placement & installation of the communications facility on the Property, and the acceptance of the placement and installation plan shall require prior approval from the Town and governing departments and authorities. Prospective proposers wishing to view the location of the Property available for lease and installation of a wireless communications cell tower facility may view the property from the exterior side of the enclosed tower.

VI. Cell Tower Facility Specifications/Minimum Lease Requirements

The lease, or the option to lease, for the installation of the wireless communications cell tower facility (the “Facility”) at Pondsides Road shall be entered into by the Town and the successful proposer within 30 days of the notice of the award and shall include, at a minimum, the following:

Term: The initial term of the Lease shall be five (5) years, commencing on the date the Town of Longmeadow Building Permit is issued (the “Commencement Date”). In the event of an option to lease, the date of “exercise of the Option” will be the “Commencement Date”, that is the date the Town of Longmeadow building permit is issued. In the event that an Option is exercised, the tenant shall have the right to extend this lease for two (2) additional and successive five year terms on the same terms and conditions. Total lease term not to exceed fifteen (15) years.

Rental Payments: The base lease price proposal should be no less than \$43,200 per year (\$3,600/month), which is the base lease Minimum Requirement. Proposers should take note of the following annual CPI adjustment requirement: The annual rent payable for the base lease price during the first 12-month period shall be increased by the percentage over the initial 12-month period in the United States Department of Labor Bureau of Labor Statistics during the third, fourth and fifth 12-month period shall be similarly increased by applying the foregoing escalation to the rent paid, including the escalation, during the preceding 12 month period. Rent during the first year of the first five (5) year extension term shall be adjusted by applying the escalation provision contained in this section to the fifth year of the initial term and the rent for the remaining four years of the first five (5) year extension period, and for each year of the second five (5) year extension period shall be annually adjusted in the same manner.

Deposit: Upon lease award, the successful proposer shall pay the Town a non-refundable deposit of \$5,000 within seven days of receipt of the notice of award. Failure to deliver the required deposit will result in the proposal being deemed withdrawn and the Town may award the lease to any other eligible, qualified proposer. Said deposit shall be retained by the Town until the applicant receives the Building Permit from the Building Department of the Town of Longmeadow. The Building Permit will not be issued until the \$5000 deposit is received. Once the Building Permit is issued, the \$5,000 deposit shall be applied to the first year's monthly lease fee. Should the successful proposer not be granted all the required permits from the appropriate Town boards, the deposit shall be returned to the proposer; provided, however, if the successful proposer fails to apply for all the permits necessary to construct or install its facilities within three (3) months after the execution of the lease, or fails to proceed to construct the Facility within three (3) months after obtaining such permits, the deposit shall be forfeited.

By-Law Conformance: A copy of the Zoning By-law Amendments relative to Wireless Communications is included as **Exhibit C**. The contract and installation of the Facility shall be in compliance with the Town of Longmeadow zoning by-laws.

Repairs, Maintenance and Installation of Facility: The lease will provide that the placement and installation of the Facility be subject to prior approval of the Town. The lease shall require that the lessee shall perform all necessary repairs and maintenance to the Facility so as to keep it safe and in good order and condition, at the lessee's expense, at all times during the lease term. The lessee shall have access to the property and the facility for purposes of maintenance and repair but the lessee shall give the Town at least five (5) days notice prior to commencement of any construction work or installation of communications equipment except in the case of emergency.

Assignment/Sub-Lease: The lease will provide that the Town may assign its rights under the lease provided that any assignee will assume the Town's obligations with respect to the lease. Further, the lease will provide that the lessee may assign or sublet the lease to any entity which is licensed by the Federal Communications Commission to operate the facility and which is a parent, subsidiary or affiliate of the lessee which controls or is controlled by or under common control with lessee or which is merged or consolidated with lessee provided that notification is submitted to the Town. The lessee shall not otherwise assign or sublet the lease without the Town's written consent.

Town of Longmeadow - Telecommunications Access: The Lessee shall provide at no expense to the Town, space on the tower facility to accommodate communications antenna and associated equipment for use by police, fire and other Town departments. The Town will have the option to co-locate on the Facility with up to four (4) transmitters at no additional expense to the Town. The only exception is direct expenses related to the installation of Town equipment on the Facility. The Town agrees to execute the Lessee's customary License Agreement with respect to such use.

Co-Location Fees: In addition to the foregoing monthly base lease rental payments, the lessee shall pay the Town a co-location percentage for income received by the Lessee from third parties for co-location

at the facility. At minimum, twenty percent(20%) or a higher percentage (if proposed) of all income actually received from third parties for co-location of facilities at the Property. The Town shall have the right on reasonable notice to the lessee, to review all records of the lessee with respect to payments of money or other consideration received for co-location of telecommunication facilities on the Property by third parties.

Insurance: The lessee shall maintain insurance satisfactory to the Town covering the Facility and shall indemnify the Town for any damages arising from construction or use of the Facility as required by the lease agreement. The lessee shall list the Town as an additional insured on all such policies. The minimum requirements for comprehensive general liability insurance will be \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. In addition, the lessee shall provide evidence of worker's compensation coverage for its employees as required by Massachusetts General Law.

Access: 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 lessee at least twenty-four (24) hours notice of any request for access to the Facility.

Termination: At the end of the lease period, the lessee shall remove all personal property and equipment installed at the site, and shall, at the request of the Town, remove any building or other structures, including the Facility itself, including any utility connections, and shall restore the site to its pre-existing condition. If the Town does not require removal of the building or other structures, including the Facility itself and utility connections installed by the lessee, the Town may require the lessee to transfer such buildings, structures, and connections to the Town.

Permit: Proposers must be carriers licensed by the Federal Communications Commission. The Lessee shall obtain all necessary permits, licenses, and approvals from the United States, the Commonwealth of Massachusetts, and the Town necessary for the location and operation of their respective facilities at the property. The Lessee shall comply with all statutes, regulations, and by-laws relating to the maintenance and operation of equipment owned by them at the Facility. The applicant shall obtain all permits, licenses, and approvals necessary for location and operation of the Facility and shall furnish the Town with copies of such permits before commencing with construction or installation of equipment at the site. This RFP does not represent approval or exemption of the Facility from the Town's building permit procedures or zoning by-laws and the proposer is responsible for obtaining all necessary permits there under. A copy of the Amendment to the Zoning By-law of the Town dealing with wireless communications facilities is included in this RFP as **Exhibit C**. If the successful proposer fails to apply for all the permits necessary to construct or install its facilities within three (3) months after the execution of the lease, or fails to proceed to construct the Facility within three (3) months after obtaining such permits, the deposit shall be forfeited.

Timeliness: If the applicant fails to apply for all permits necessary to construct or install the Facility within three (3) months after execution of the lease, and to proceed to construct or install such facilities within three (3) months after obtaining such permits, the lease and any option to lease shall terminate and the Town shall be free to lease or otherwise dispose of the site as it may determine.

Indemnification: The lessee shall indemnify the Town against all claims arising from the use of the Facility. The Town makes no representations of any kind with respect to the Property, its adequacy to support the equipment, or its appropriateness for the intended use. Applicants shall be permitted to inspect any plans, and other records relating to the property in the possession of the Town, and shall have access to the site to make inspections, perform engineering surveys and tests at its own expense and with the prior approval of the Town, and otherwise to assure itself that the Property shall be suitable

for the proposed use. Each applicant shall be responsible for determining the suitability of the Property for its intended purposes, and agrees to indemnify the Town for any damages to the property of the Town or to any person arising out of its inspection or testing of the Property.

Frequency Interference: The lessee shall install communication equipment of the types and frequencies that will not cause "measurable interference" as defined by the Federal Communications Commission to present and future municipal communications equipment of the Town or the residents of the Town. If the lessee's equipment causes such interference, the lessee shall correct and eliminate such interference within thirty (30) days of written notice from the Town.

Other Terms: The lease shall contain such other terms reasonably required by the Town which are typically included in a form of lease for the purposes contemplated by this RFP.

VII. Proposal Evaluation

The Town will follow the process described by M.G.L. Chapter 30B for Requests for Proposals for disposition of real property. This process involves evaluating the Non-Price Proposals first and ranking these proposals. The Price Proposals will then be evaluated. The Town reserves the right to choose a proposal from among all the responsive and responsible proposals which is the most advantageous to the Town at the greatest total lease price over the initial five year term.

A. Minimum Criteria

The proposals will be evaluated for minimum criteria which is listed below. Proposals that do not meet the minimum criteria will be rejected.

1. Proposer must be able to meet all the requirements as described in this RFP including all the minimum lease requirements. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Town that such proposer is properly qualified to carry out the obligations of the lease agreement;
2. Proposer must include in its proposal submission all the Minimum Requirements (Section II);
3. Proposer must be licensed to provide wireless communications services in Massachusetts by the Federal Communication Commission.

B. Comparative Evaluation Criteria

Proposals which meet the minimum criteria will then be evaluated as to which is the most advantageous based on the following comparative criteria.

1. Criterion -- Experience in Erecting Wireless Communication Facilities

Highly Advantageous:

Proposer has considerable experience in erecting wireless communication facilities (six or more installations).

Advantageous:

Proposer has some experience in erecting wireless communication facilities (three to five installations).

Not Advantageous:

Proposer has little or no experience in erecting wireless communications facilities (two or less installations).

2. Criterion -- Visual Impact of the Facilities and Sensitivity to Location

Highly Advantageous:

Facility proposed including tower, is sensitive to location, is minimally obtrusive and is innovative and creative in its approach to preserving the aesthetics of the area.

Advantageous:

Facility proposed including tower, is sensitive to location, but the innovation and creative approach to preserving the aesthetics of the area may lack somewhat.

Not Advantageous:

Facility proposed is not sensitive to location.

C. Price

Upon completion of the evaluation of the Technical Proposals received, the Price Proposals will be evaluated on the basis of the most advantageous price for the initial five year term of the lease.

1. Proposals shall specify an annual rent for the first year (base rent of lease) which shall be **no less than \$43,200. per year** (\$3,600 per month), with annual CPI adjustment as outlined in Section II. Proposers shall document an annual amount of \$43,200.00 or greater.
2. Proposers should specify in their price proposal a co-location percentage to share with the Town. The Minimum Requirement is that **no less than a twenty percent (20%)** share of co-location profits received by the lessee will be payable to the Town. Proposers shall document of percentage of 20% or greater. Proposers shall also document information on anticipated or potential co-location and clients they anticipate.
3. Proposers may propose an option to enter into a lease which will meet the requirements of this RFP. In the event the proposer proposes an option, the proposer shall state the amount the proposer will pay the Town for the option right to enter into a lease and shall state the maximum length of the option term. Any such option period shall not exceed the period of time reasonably necessary for the proposer to obtain all permits necessary to install and operate the wireless communications facilities. In no event shall the option term exceed two years. In addition to setting forth all terms of the option, such a proposer must submit all information required by this RFP for the lease itself.

VIII. Submission Requirements

The following information shall be provided in **Technical Proposal**:

A. Information on the Offeror:

- Name, address, size and organizational structure of the offeror's firm.
- Name and title of the person authorized to act for the offeror, this person must sign the proposal.
- Name and telephone numbers of the firm's contact person, technical consultant, and project manager.

B. Background of the Offeror:

- List the locations of at least three (3) wireless facilities the offeror has installed in the last two years and the name and telephone number of the owners of the sites.
- List all current lease relationships with Massachusetts municipalities and the Commonwealth of Massachusetts or any of their sub-entities.
- List three recent projects that the offeror has completed that are most similar to the structure being proposed with the names and telephone numbers of references.
- List any proceeding by the Federal, State or local government to revoke any license or permit or to impose any fines or penalties relating to the location or operation of wireless communication facilities owned or operated by the offeror.
- List any litigation involving the offeror concerning the location or use of a wireless communication facility in Massachusetts over the last three years, giving the names of the parties, the court and case number, and the outcome of such litigation.

C. Description

- Site plan showing the design of the facilities to be installed, and of any structures to be erected on the adjacent land, identifying the exact footprint for such structures.
- Elevations of all buildings and structures. Plans, photographs, and computer renderings of how the site will be seen from various locations, and photographs of similar facilities shall be provided.
- List and description of equipment to be installed (Note: detailed specifications of proprietary equipment is not required)
- Landscape plans and security structures proposed.

D. Forms & Documentation

- Completed Certificate of Non-Collusion & Statement of Tax Compliance (Forms attached)
- Statement of Tax Compliance (Form attached)
- Disclosure of Beneficial Interests in Real Property Transaction (Forms attached)
- Provide copy of: Certificate of License from the Federal Communications Commission
- Provide copy of: Certificate of Insurance, for coverage as stated in 'minimum lease requirements'

E. Proposed Time Line for Completing the Installation

- List schedule for permitting, construction time table, and the date of commencement of projected operations.

The following information shall be provided in **Price Proposal**:

A. Price Proposals:

- Present a price proposal. Base lease price which shall be no less than \$43,200 per year (\$3,600 per month).
- **Present a** price proposal for co-location percentage profits to be shared with the Town. The Minimum Requirement is that no less than twenty percent (20%) share of co-location income received by the Lessee shall be payable to the Town.
- The amount of any option payment if the proposal is for option rights to enter into a lease with the Town.
- Proposers shall also document information on anticipated or potential co-location and clients they anticipate.
- Any other services provided to the Town, such as cellular telephone services, and value of those services (optional).

TECHNICAL PROPOSAL SUBMISSION FORMS

Certificate of Non-Collusion

The undersigned certified under penalties of perjury that this bid or proposal has been made 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 of individuals.

Name and Title of Person Signing Proposal

Date

Name of Business

Statement of Tax Compliance

Date

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Countersignature of Individual or
Corporate Name (mandatory)

By: Corporate Officer (mandatory)

Social Security No. or Federal Identification No.

Approval of a contract or other Agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

Acknowledgement of Addenda Issued:

The Proposer acknowledges the receipt of the following addenda:

_____ 1 _____, _____, _____, _____, _____

TECHNICAL PROPOSAL SUBMISSION FORMS

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of Jurisdiction)

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.*

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name</u>	<u>Title or Position</u>
_____	_____
_____	_____

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

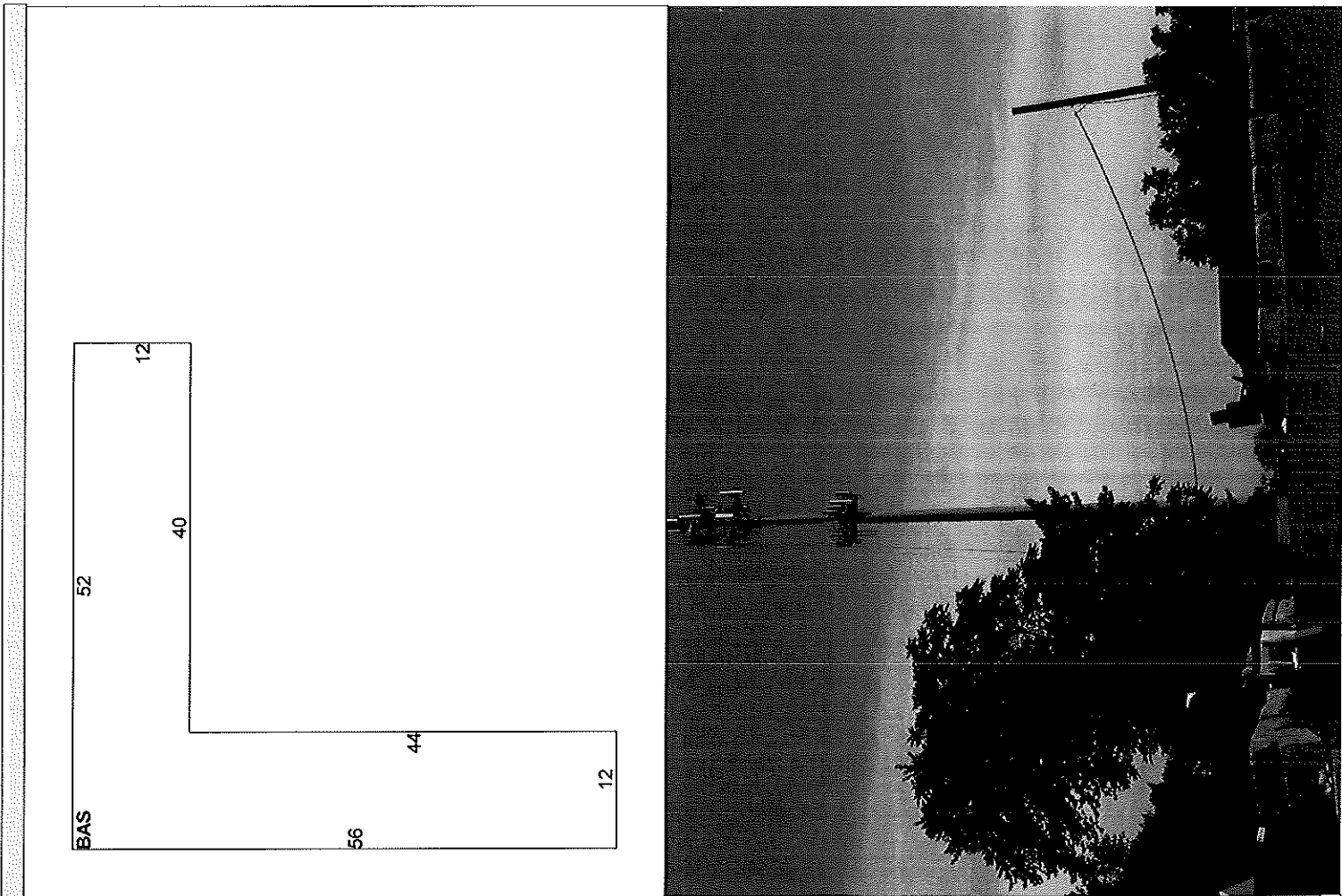
The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

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

Signature: _____ Printed Name: _____

Title: _____ Date: _____

EXHIBIT A: The Property, Assessor's Property Card



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)										
Element	Cd.	Ch.	Description									
Style	53		Pre-Eng Warehs									
Model	96		Industrial									
Grade	04		Above Average									
Stories	1											
Occupancy	1											
Exterior Wall 1	15		Concr/Cinder									
Exterior Wall 2												
Roof Structure	10		Steel Frm/Trus									
Roof Cover	01		Metal/Tin									
Interior Wall 1	01		Minim/Masonry									
Interior Wall 2												
Interior Floor 1	05		Vinyl/Asphalt									
Interior Floor 2												
Heating Fuel	04		Electric									
Heating Type	07		Electr Basebrd									
AC Type	01		None									
Bldg Use	4010		Ind Warehouse									
Total Rooms	00											
Total Bedrms	0											
Total Baths	0											
Frame Type	05		STEEL									
Rooms/Prtns	02		AVERAGE									
Wall Height	9											
% Conn Wall												
COST/MARKET VALUATION												
Adj. Base Rate: 51.57												
Replace Cost 59,410												
AYB 1998												
Dep Code A												
Remodel Rating 12												
Year Remodeled 0												
Dep % 0												
Functional Obsinc 0												
External Obsinc 0												
Cost Trend Factor 1												
Condition												
% Complete 88												
Overall % Cond 52,300												
Apprais Val 0												
Dep % Ovr 0												
Dep Ovr Comment												
Misc Imp Ovr 0												
Misc Imp Ovr Comment												
Cost to Cure Ovr 0												
Cost to Cure Ovr Comment												
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Description	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr	Value
TWR	Cell Tower	L	5	136,360.00	1999	0				100		681,800
FN4	Fence 8'	L	276	13,000	2004	0				75		2,700
SHD4	Shed Prc Cast	L	1,152	100.00	1998					75		86,400
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description	Living Area	Gross Area	EH Area	Unit Cost	Undreprec. Value						
BAS	First Floor	1,152	1,152	1,152	51.57	59,410						
22												
Ttl. Gross Liv/Lease Area:		1,152	1,152	1,152		59,410						

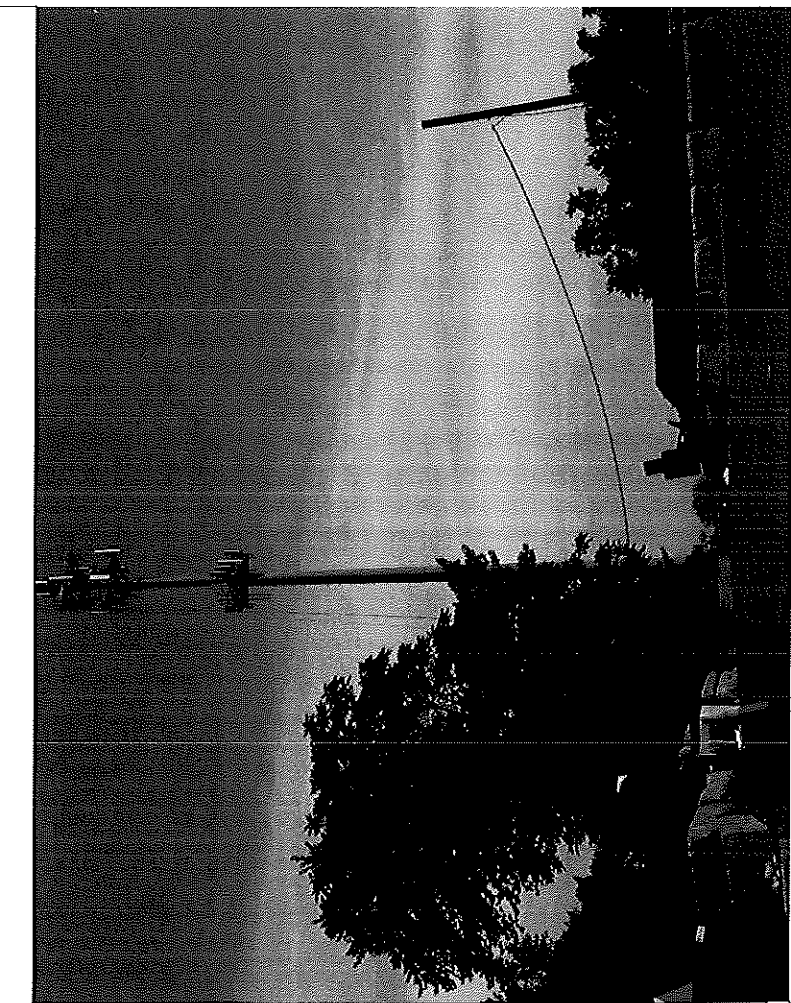


EXHIBIT B: Cellco contract

LEASE AGREEMENT:

OCT 20 1998

Lease Agreement entered into as of July 13, 1998, by and between the TOWN OF LONGMEADOW, a Massachusetts municipal corporation with a place of business at 20 Williams Street, Longmeadow, Massachusetts (the "Town") and CELLCO PARTNERSHIP d/b/a BELL ATLANTIC MOBILE, a Delaware general partnership with a place of business at 180 Washington Valley Road, Bedminister, New Jersey 07921 ("CELLCO").

The Town is the owner of certain real estate on Pondside Road in Longmeadow, Massachusetts and CELLCO is desirous of leasing this real estate from the Town for purposes of the construction of a wireless communications tower. The Town is willing to lease this real estate to CELLCO for the foregoing purposes on the terms and conditions set forth in this Agreement. The parties therefore agree as follows:

1. Lease.

The Town hereby leases to CELLCO and CELLCO hereby leases from the Town the real estate owned by the Town on Pondside Road in Longmeadow, Hampden County, Massachusetts, being part of the premises described in deeds dated April 26, 1929 and October 10, 1931 and recorded in the Hampden County Registry of Deeds in Book 1428, Page 148 and Book 1492, Page 310, respectively together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty-five (25') foot wide right-of-way extending from the nearest public right-of-way, Pondside Road to the demised premises, said Property and right-of-way for access substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

The Town also hereby grants to CELLCO the right to survey said Property, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by CELLCO.

2. Term.

(a) The Term of this Lease shall be five (5) years commencing on the date on which CELLCO has obtained all necessary permits and approvals for construction and operation of the facilities described in this Lease, all appeal periods having expired (the "Commencement Date").

(b) CELLCO shall have the option to extend this Lease for an additional five (5) year term provided that CELLCO gives the Town written notice of its intent to exercise this extension option at lease six (6) months prior to completion of the initial five (5) year term and CELLCO shall have the further right to extend this Lease for a second five (5) year term provided that CELLCO gives the Town notice of its intention to exercise the second extension option by giving notice to the Town at least six (6) months prior to completion of the first five (5) year option extension. 03-03
08-13

3. Rent.

(a) The total rent for the initial five (5) year term of this Lease shall be One Hundred Fifty Thousand Dollars (\$150,000.00), payable in equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) in advance beginning on the first day of the month following the Commencement Date. In the event that the Commencement Date is date other than the first day of a month, CELLCO shall pay the Town, together with the first monthly installment of rent, prorated rent for the days of the preceding month following the Commencement Date.

(b) The annual rent payable by CELLCO during the 12 month period after the initial 12-month period shall be increased by the percentage increase over the initial 12-month period in the United States Department of Labor Bureau of Labor Statistics Consumer Price Index (All Urban Consumers, 1987 = 100). The rent during the third, fourth and fifth 12-month periods shall be similarly increased by applying the foregoing escalation to the rent paid, including the escalation, during the preceding 12-month period.

(c) Rent during the first year of the first five (5) year extension term pursuant to Paragraph 2(b) shall be adjusted by applying the escalation provision of Paragraph 3(b) to the fifth year of the initial term and the rent for the remaining four (4) years of the first five (5) year extension period and for each year of the second five (5) year extension period shall be annually adjusted in the same manner.

(d) In addition to the foregoing monthly rental payments, CELLCO shall pay the Town as additional rent twenty percent (20%) of all payments actually received by CELLCO from third parties for co-location of telecommunications facilities on the Facility. The foregoing payment shall be made on the date which is thirty (30) days after the completion of the first twelve (12) month period of the Lease term and on the same day of each year thereafter for the previous twelve (12) month period. If any third party using the Facility for co-location purposes does not pay money to CELLCO for such co-location, (other than for reason of a default by such third party) then CELLCO shall pay the Town on account of such user Two Hundred Fifty Dollars (\$250.00) per month in lieu of the twenty percent (20%) share of

co-location payments on account of such user. The Town shall have the right, on reasonable notice to CELLCO, to review all records of CELLCO with respect to payments of money or other consideration received for co-location of telecommunication facilities on the Facility by third parties.

(e) Upon execution of this Lease, CELLCO shall pay the Town a one-time fee of Five Thousand Dollars (\$5,000.00) to offset the Town's administrative costs in connection with the preparation and evaluation of the request for proposals for the lease of the Premises.

(f) On the Commencement Date, CELLCO agrees to provide the Town with eight (8) cellular telephones for use by offices of the Town with the usage charges for such telephones to be pursuant to Cellco's customary fee schedule.

(g) As further consideration for this Lease, CELLCO shall provide the Town with space on the Facility to accommodate communications antennas and associated equipment for use by the police, fire and other departments of the Tower. The Town agrees to execute CELLCO's customary License Agreement with respect to such use.

(h) In addition to the foregoing payments, during the initial term of this Lease and any extension terms CELLCO shall pay real and personal property taxes which would be due to the Town as if CELLCO were the owner in fee of the Premises, pursuant to the provisions of General Laws Chapter 59, Section 2(B). In addition, CELLCO shall pay all connection fees and usage charges for utilities servicing the Premises.

4. Construction of Facility.

CELLCO shall use the Premises solely for constructing, maintaining and operating the wireless communications facility as described on Exhibit B attached hereto and uses incidental or appurtenant thereto (the "Facility") which shall be designed to accommodate up to four (4) personal communication service or cellular service providers. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Property at the discretion of CELLCO. All improvements shall be at CELLCO's expense and the installation of all improvements shall be at the discretion and option of CELLCO. CELLCO will maintain the Property in a good condition reasonable wear and tear excepted.

5. Repairs and Maintenance.

During the term of this Lease, CELLCO, at its sole expense, shall perform all necessary repairs and maintenance to the Facility so as to keep it safe and in good order and condition. CELLCO shall have access to the Premises for purposes of maintenance and repair but CELLCO shall give the Town at least

five (5) days notice prior to commencement of any construction work or installation of communications equipment, except in the case of emergency.

6. Construction Permits.

CELLCO shall apply for and endeavor to obtain all permits, licenses and approvals necessary for construction and operation of the Facility (the "Necessary Permits") and shall furnish the Town with copies of such permits before commencing construction of the Facility or installation of equipment at the Premises. In the event that CELLCO fails to apply for all permits necessary to construct the Facility or install equipment thereon within three (3) months after execution of this Lease, or if CELLCO, after receiving such permits fails to construct the Facility and to install necessary equipment thereon within three (3) months after obtaining such permits, this Lease shall terminate and the Town shall be entitled to lease the Premises to third parties or to otherwise dispose of the Premises in the sole discretion of the Town. If despite its diligent efforts Cellco fails to obtain any Necessary Permits within four months, or if within ninety (90) days from the date this agreement is executed Cellco determines that the soil conditions at the Premises are either (i) inadequate to support the Facility or (ii) contaminated to an unacceptable degree by oil or hazardous material, then in such event Cellco shall have the right to terminate this lease and any obligations hereunder.

7. Assignment and Sub-Lease.

The Town may assign its rights under this Lease provided that any assignee assumes the Town's obligations with respect to this Lease. CELLCO may assign this Lease or sublet the Premises to any entity which is licensed by the Federal Communications Commission ("FCC") to operate the Facility and which is a parent, subsidiary or affiliate of CELLCO which controls or is controlled by or under common control with CELLCO or which is merged or consolidated with CELLCO, provided, however, that thirty (30) days written notice is given to the Town prior to any such assignment or subletting. CELLCO shall have no other rights to assign this Lease or sublet the Premises without the written consent of the Town.

8. Indemnification: Insurance.

CELLCO shall indemnify and hold the Town harmless for any losses, claims or damages, including reasonable attorney's fees, arising out of the construction or use of the Facility. CELLCO shall also maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Prior to commencement of any construction of the Facility, CELLCO shall provide the Town with copies of the entire policies evidencing the foregoing coverage and on which

the Town is named as an additional insured. In addition to the foregoing comprehensive general liability insurance, prior to the commencement of any construction of the Facility, CELLCO shall provide the Town with evidence of worker's compensation coverage for Cellco's employees as required by Massachusetts law.

9. Removal of Cellco's Personal Property.

At the conclusion of Cellco's tenancy, CELLCO shall remove all its personal property and equipment located on the Premises and shall, at the request of the Town, remove any buildings or other structures, including the Facility, erected by CELLCO at the Premises, including any connections to other utilities and CELLCO shall then restore the Premises to their condition at the commencement of the Lease term. To the extent that the Town, at the conclusion of Cellco's tenancy, does not require the removal of any building or other structures, utility connections, or the Facility itself, CELLCO agrees to execute such documents necessary to effect the transfer to the Town of such buildings, connections and structures, including the Facility itself. If such time for removal causes CELLCO to remain on the Property after termination of this Agreement, CELLCO shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

10. Frequency Interference.

CELLCO agrees that the communication equipment which it installs at the Facility will not cause "measurable interference," as defined by the FCC, to present and future municipal equipment of the Town or residents of the Town. CELLCO agrees to correct and eliminate such interference within thirty (30) days of receipt of written notice from the Town that Cellco's equipment is causing such interference, if such interference was in fact caused by CELLCO's (or any other user of the Facility, other than the Town) use or operation of the Facility.

11. The Town covenants that CELLCO, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased Property.

The Town covenants that the Town is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

12. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Town and CELLCO and that no verbal or oral agreements, promises or understandings shall be binding upon either the Town or CELLCO in any dispute, 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. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement.

13. The Town agrees to execute a Memorandum of this Lease Agreement which CELLCO may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

14. Default.

The following shall constitute events of default under this Lease:

(a) Failure of CELLCO to make any payment to the Town which is required by this Lease within fifteen (15) days of its due date;

(b) Failure of CELLCO to cure any other default within thirty (30) days after written notice from the Town, provided, however, that if the default may not reasonably be cured within such 30-day period, CELLCO shall not be in default provided that it continuously and expeditiously proceeds to cure such default and that such default is cured within ninety (90) days of receipt of the initial notice of default from the Town.

Upon any event of default not cured as aforesaid, the Town shall have the right to terminate this Lease, make demand for any unpaid payments due under this Lease and to pursue all legal remedies available to the Town.

15. Notice.

All notices pursuant to this Lease shall be in writing and shall be delivered in hand, via first class mail, postage prepaid or by overnight delivery service which provides a receipt and shall be effective when received, if delivered in hand, or when deposited in the U.S. mail or when sent via overnight delivery service. Notices shall be sent as follows:

If to the Town:

Board of Selectmen
Town of Longmeadow
20 Williams Street
Longmeadow, MA 01106

With a copy to:

David J. Martel, Town Counsel
Doherty, Wallace, Pillsbury and Murphy, P.C.
One Monarch Place
1414 Main Street, 19th Floor
Springfield, MA 01144-1002

If to CELLCO:

CELLCO Partnership
d/b/a Bell Atlantic Mobile
180 Washington Valley Road
Bedminister, NJ 07921

With a copy to:

James B. Sheils, Esquire
Shatz, Schwartz & Fentin, P.C.
1441 Main Street
Springfield, MA 01103

16. Miscellaneous. This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and no change or modification shall be valid unless made in writing signed by the parties hereto. This Agreement and construction and interpretation of all provisions hereof shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

TOWN OF LONGMEADOW

CELLCO PARTNERSHIP

BY: *Thomas Hub*
SELECTMAN

BY: BELL ATLANTIC MOBILE, INC.
Its Managing General Partner

BY: *G. H. Wood*
SELECTMAN

By: *Richard J. Lynch*
Richard J. Lynch
Its: Executive Vice
President and Chief
Technical Officer

BEING A MAJORITY OF
ITS BOARD OF SELECTMEN.

EXHIBIT C: Town of Longmeadow By-Laws

EXHIBIT C:
TOWN OF LONGMEADOW BY-LAWS

6.11 Wireless Communications Facilities - Purpose

The purpose of this section of the By-Law is to minimize the adverse impact of any wireless communication structures, buildings and appurtenances on adjacent properties and residential neighborhoods; to limit the number and height of such facilities to only what is essential; to promote shared use of existing facilities to reduce the need for new facilities; to protect, to the maximum extent practicable, the historic and residential character of the Town of Longmeadow, the property values of the community and the health and safety of citizens.

6.12 Wireless Communications Facilities - General Requirements

1. No wireless communications facilities shall be erected or installed except in compliance with the provisions of this Section. Any proposed modification to an existing wireless communications facility including, but not limited to extension in the height, addition of antennas or panels, or construction of a new or replacement of a facility shall be subject to these provisions and shall require a new application. The Planning or Zoning Board of appeals each may, at its discretion, waive any application requirements for modifications to existing facilities.

2. Wireless communication facilities shall, if feasible, be located on pre-existing structures, buildings or towers provided such installation shall preserve the character of the structure, building or tower. The applicant shall demonstrate that there are no feasible pre-existing structures, buildings or towers. If there are no feasible pre-existing structures, buildings or towers, then wireless communication facilities shall, if feasible, be located on public land.

3. Lattice style towers and/or any tower requiring guy wires shall not be permitted except on public land. All towers shall be pre-engineered to fail at a pre-determined height and "fold in half" in the event of catastrophic failure.

4. Providers of wireless communication service shall report to the Building Commissioner, any cessation in the use or operation of any wireless communications facility that exceeds 30 days, and such facilities shall be removed at the owner's expense within one (1) year of cessation of use or operation.

6.13 Wireless Communications Facilities - Design Guidelines

The following guidelines shall be used when preparing plans for the siting and construction of all wireless communication facilities:

1. The set-back of a tower from the property line of the lot on which it is located shall be at least equal to the height of the pre-engineered tower, as described in 6.12.3 above, measured at the man-finished grade of the tower base. Further, the tower shall be located a minimum 300 feet from the nearest existing residential building and 750 feet from any historic district.

2. All towers shall be designed to be constructed at the minimum height necessary to accommodate the anticipated and future use. No wireless communications facility shall exceed 190 feet in height as measured from ground level at the base of the

tower.

3. All wireless communications facilities shall be sited in such a manner that the view of the facility from adjacent abutters, residential neighbors and other areas of Town shall be as limited as possible. All wireless communications facilities shall be painted, colored, and/or constructed of materials that minimize the visual impact of the wireless communications facilities on adjacent abutters, residential neighbors and other areas of Town, and owners of wireless communications facilities in a manner that blends them into the structure, building, tower and/or landscape where they are located. The Zoning Board of Appeals may impose reasonable conditions to ensure this result, including painting and lighting standards.

4. To the extent feasible, all service providers shall co-locate on a single tower. Wireless communications facilities shall be designed to accommodate the maximum number of users technologically practical. The intent of this requirement is to reduce the number of towers which will be required within the community. New towers shall be considered only upon a finding by the Zoning Board of Appeals that existing or approved towers cannot adequately fulfill the applicant's service requirements or accommodate the wireless communications equipment contemplated by the applicant.

5. An applicant proposing a wireless communications facility shall demonstrate to the satisfaction of the Zoning Board of Appeals that the applicant has endeavored to minimize the visual and aesthetic impacts of the proposed facility on residential abutters; and, that the facility must be located at the proposed site due to technical, topographical or other unique circumstances.

6. Fencing shall be provided to control access to wireless communications facilities and shall be compatible with the scenic character of the Town and of abutting properties and shall not be of barbed or razor wire unless completely blocked from view by shrubs or other landscaping. A landscape buffer of evergreen shrubs or tree planting shall be provided on the outside of the fenced area. The shrub or tree planting shall mature to a height equivalent to the fence height and be planted at a height of at least four (4) feet and planted no less than three (3) feet apart. All landscape plantings must be continually maintained.

7. There shall be no signs except a sign identifying the facility, the owner and operator and an emergency telephone number where the owner can be reached on a twenty-four (24) hour basis; a no-trespassing sign; a sign displaying the FCC

registration number and, any signs required to warn of danger. All signs shall comply with the requirements of the Longmeadow Zoning Bylaw.

8. No wireless communications facility installed within 750 feet of a single residence shall exceed the maximum height limitation established by the Federal Aviation Administration ("FAA") for required night lighting. Night lighting of towers shall be prohibited unless required by the FAA. Lighting shall be limited to that needed for emergencies and/or as required by the FAA. Lighting of buildings and the ground may be provided to ensure a safe and secure facility. All lighting shall be shielded to prevent undue impact on surrounding properties.

9. There shall be a minimum of one (1) parking space for each facility, to be used in connection with the maintenance of the site, and not to be used for the permanent storage of vehicles or other equipment.

10. To the extent feasible, all network interconnections from the communications site shall be via land lines.

11. Existing on-site vegetation shall be preserved to the maximum extent practicable. Clearing of land shall be performed in a manner which will maximize preservation of natural beauty and conservation of natural resources and which will minimize marring and scarring of the landscape or silting of streams or wetlands.

12. Traffic associated with the tower and accessory facilities and structures shall adversely affect abutting ways.

13. Applicants proposing to erect wireless communications facilities on municipally-owned land or structures shall provide evidence of contractual authorization from the Town of Longmeadow to conduct wireless communications services on municipally-owned property.

6.14 Wireless Communication Facility - Application Requirements

For an application to be considered complete, the following information must be submitted:

1. A color photograph or rendition of the proposed wireless communication facilities including, but not limited to, the proposed tower with its antenna and/or panels. A rendition shall also be prepared illustrating a view of the proposed wireless

communication facilities from the nearest street or streets.

2. A landscape plan showing the proposed site before and after development including topography and screening proposed to protect abutters.
3. A description of the wireless communication facilities including, but not limited to, the height of any towers and antennas, access roads and power supplies, the type size and number of transmitters and a technical report which demonstrates that the maximum height of the installation is the minimum feasible to provide the intended service.
4. The technical, and other reasons for the proposed location, height and design including, but not limited to, a survey of all sites which are feasible for providing the intended services both within and outside of the Town of Longmeadow and the reason(s) the proposed site was selected over at least one alternative site.
5. A survey of all pre-existing structures, buildings or towers which are capable of supporting the equipment necessary to provide the intended service and a technical report which demonstrates why any such structure, building or tower cannot be used by the applicant.
6. A description of the capacity of the tower including the number and type of panels, antenna and/or transmitter receivers that it can accommodate and the basis for these calculations.
7. A statement that the sound levels under normal operating conditions, whether emanating directly from, or as a result of natural wind blowing through, the wireless communications facility, measured at the boundary of the lot on which it is sited, shall not be greater than would otherwise exist in the absence of such facility.
8. A statement of the services to be supported by the proposed wireless communication facilities and a delineation on the Zoning District Map of all areas in Longmeadow which will not be served by the proposed installation for the primary and an alternate site.
9. A description of the special design features utilized to minimize the visual impact of the proposed wireless communication facilities in accordance with Sections 6.13.3; 6.13.6 and 6.13.11.

10. A certification that the applicant has complied with all federal and state requirements to provide the proposed service.

11. Within thirty days after filing the application for any new tower or extension in height thereto, the applicant shall arrange to fly a balloon at the primary and an alternate site at the maximum height of the proposed installation on a weekend day between the hours of noon and 3 P.M. The balloon shall be of size and color that can be seen from every direction for a distance of one (1) mile. The date and location of the flights shall be advertised at least 14 days, but not more than 21 days, before the flights in at least two different issues of a newspaper with a general circulation in the Town of Longmeadow.

Special Permit applications must include a Planning Board decision per Article XI, Section G., 1.a. or 1.c., and include at least one copy of all documents submitted to the Planning Board and made part of that decision.

Severability.

The invalidity, unconstitutionality, or illegality of any provision of this by-law shall not have any effect upon the validity, constitutionality or legality of any other provision of this by-law.

(Article 25, Annual Town Meeting on May 13, 1997.) (Approved by the Attorney General, Commonwealth of Massachusetts on September 4, 1997.)

SECTION C. USES IN THE AGRICULTURAL ZONE.

In the Agricultural Zone, except as may be herein otherwise provided, no building or structure or land shall be used, and no building or structure shall be erected or altered, which is intended or designed to be used for any purpose except one or more of the following:

1. Any use permitted in the Residence Zones as delineated under Article IV, Section B, Paragraph 1 through 5 of this by-law.
2. Any use cited under Article IV, Section B, Sub-paragraphs 6.4, 6.5, 6.6, or 6.8 of this by-law; all without reference to or permission of the Zoning Board of Appeals.
3. Any use cited under Article IV, Section B, Sub-paragraphs 6.1, 6.2, 6.3, 6.7, 6.9, 6.10, 6.11, 6.12, 6.13 and 6.15 to Subsection 3 of this by-law; subject to the restrictions and procedure of Article IV, Section B, Paragraph 6 of this by-law.

TOWN OF LONGMEADOW
MAY 13, 1997 ANNUAL TOWN MEETING
ARTICLE 25

ARTICLE 25. It was moved and seconded to accept and adopt Article 25 as printed in the Annual Town Meeting Warrant with the following changes:

In paragraph 1 under the definition of "Lattice Style", delete the word "antenna" in the first sentence and insert therein the word "tower" so that the sentence as changed reads:

"Lattice Style". A style of tower characterized by a lattice-work type of construction wherein the tower is much larger at its base (ground level) and grows smaller as it increases in height.

In Section 6.13 paragraph 1, delete the number "200" in the second sentence and insert therein the number "500" so that the second sentence as changed reads:

Further, the tower shall be located a minimum of 500 feet from the nearest existing residential building and 750 feet from any Historic District.

It was voted to amend Article 25 Section 6.13 paragraph 1, by deleting the number "500" in the second sentence and insert therein the number "300" so that the second sentence as changed reads:

Further, the tower shall be located a minimum of 300 feet from the nearest existing residential building and 750 feet from any Historic District.

It was moved and seconded to amend Article 25 Section 6.13 paragraph 1, by deleting the number "300" in the second sentence and insert therein the number "200" so that the second sentence as changed reads:

Further, the tower shall be located a minimum of 200 feet from the nearest existing residential building and 750 feet from any Historic District.

The motion was defeated.

It was voted unanimously, that the Town amend the Zoning Bylaw of the Town of Longmeadow as follows in order to add provisions relative to Wireless Communications Facilities:

Bylaw Amendment AS PASSED,

1. Under ARTICLE II DEFINITIONS: Insert the following terms and their definitions in alphabetical order and renumber this section sequentially as required:
 - "Co-locate". A term meaning that more than one wireless communications facility can be installed and operated on a single tower.
 - "Lattice Style". A style of tower characterized by a lattice-work type of construction wherein the tower is much larger at its base (ground level) and grows smaller as it increases in height. The lattice style is in direct contrast with the monopole.
 - "Monopole". A style of tower characterized by a single round pole having the general configuration of a flag pole. The monopole does not appear significantly larger at its base than at the point of maximum height.

"Tower". A monopole or lattice style structure on which antennas or other wireless communications devices are placed.

"Wireless Communication Facility". Any tower (with antennas, if any), or antenna placed on existing building or structure, or any device, wiring or equipment designed to facilitate or utilized in connection with, the provision of the following types of services: cellular telephone service, personal communications service, and enhanced specialized mobile radio service as well as any structures, buildings and appurtenances utilized primarily for the installation and operation of equipment necessary for the provision of such services. This definition does not include an antenna used by a federally licensed amateur radio operator or television antennas which are accessory to a residential use.

2. Under ARTICLE IV SECTION B. USES IN RESIDENCE ZONES: Add Subsections 6.11 through 6.15 as follows:

6.11 Wireless Communications Facilities - Purpose

The purpose of this subsection of the Bylaw is to minimize the adverse impact of any wireless communication structures, buildings and appurtenances on adjacent properties and residential neighborhoods; to limit the number and height of such facilities to only what is essential; to promote shared use of existing facilities to reduce the need for new facilities; to protect, to the maximum extent practicable, the historic and residential character of the Town of Longmeadow, the property values of the community and the health and safety of citizens.

6.12 Wireless Communications Facilities - General Requirements

1. No wireless communications facilities shall be erected or installed except in compliance with the provisions of this Section. Any proposed modification to an existing wireless communications facility including, but not limited to extension in the height, addition of antennas or panels, or construction of a new or replacement of a facility shall be subject to these provisions and shall require a new application. The Planning Board or Zoning Board of Appeals each may, at its discretion, waive any application requirements for modifications to existing facilities.

2. Wireless communications facilities shall, if feasible, be located on pre-existing structures, buildings or towers, provided such installation shall preserve the character of the structure, building or tower. The applicant shall demonstrate that there are no feasible pre-existing structures, buildings or towers. If there are no feasible pre-existing structures, buildings or towers, then wireless communication facilities shall, if feasible, be located on public land.

3. Lattice style towers and/or any tower requiring guy wires shall not be permitted except on public land. All towers shall be pre-engineered to fail at a pre-determined height and "fold in half" in the event of catastrophic failure.

4. Providers of wireless communication service shall report to the Building Commissioner, any cessation in the use or operation of any wireless communications facility that exceeds 30 days, and such facilities shall be removed at the owner's expense within one (1) year of cessation of use or operation.

6.13 Wireless Communications Facilities - Design Guidelines

The following guidelines shall be used when preparing plans for the siting and construction of all wireless communications facilities.

1. The setback of a tower from the property line of the lot on which it is located shall be at least equal to the height of the pre-engineered fault, as described in 6.12.3 above, measured at the man-finished grade of the tower base. Further, the tower shall be located a minimum of 300 feet from the nearest existing residential building and 750 feet from any historic district.

2. All towers shall be designed to be constructed at the minimum height necessary to accommodate the anticipated and future use. No wireless communications facility shall exceed 190 feet in height as measured from ground level at the base of the tower.

3. All wireless communications facilities shall be sited in such a manner that the view of the facility from adjacent abutters, residential neighbors and other areas of Town shall be as limited as possible. All

wireless communications facilities shall be painted, colored, and/or constructed of materials that minimize the visual impact of the wireless communications facilities on adjacent abutters, residential neighbors and other areas of Town, and owners of wireless communications facilities shall endeavor to install said facilities in a manner that blends them into the structure, building, tower and/or landscape where they are located. The Zoning Board of Appeals may impose reasonable conditions to ensure this result, including painting and lighting standards.

4. To the extent feasible, all service providers shall co-locate on a single tower. Wireless communications facilities shall be designed to accommodate the maximum number of users technologically practical. The intent of this requirement is to reduce the number of towers which will be required within the community. New towers shall be considered only upon a finding by the Zoning Board of Appeals that existing or approved towers cannot adequately fulfill the applicant's service requirements or accommodate the wireless communications equipment contemplated by the applicant.

5. An applicant proposing a wireless communications facility shall demonstrate to the satisfaction of the Zoning Board of Appeals that the applicant has endeavored to minimize the visual and aesthetic impacts of the proposed facility on residential abutters; and, that the facility must be located at the proposed site due to technical, topographical or other unique circumstances.

6. Fencing shall be provided to control access to wireless communications facilities and shall be compatible with the scenic character of the Town and of abutting properties and shall not be of barbed or razor wire unless completely blocked from view by shrubs or other landscaping. A landscape buffer of evergreen shrubs or tree planting shall be provided on the outside of the fenced area. The shrub or tree planting shall mature to a height equivalent to the fence height and be planted at a height of at least four (4) feet and planted no less than three (3) feet apart. All landscape plantings must be continually maintained.

7. There shall be no signs except a sign identifying the facility, the owner and operator and an emergency telephone number where the owner can be reached on a twenty-four (24) hour basis; a no-trespassing sign; a sign displaying the FCC registration number and, any signs required to warn of danger. All signs shall comply with the requirements of the Longmeadow Zoning Bylaw.

8. No wireless communications facility installed within 750 feet of a single residence shall exceed the maximum height limitation established by the Federal Aviation Administration ("FAA") for required night lighting. Night lighting of towers shall be prohibited unless required by the FAA. Lighting shall be limited to that needed for emergencies and/or as required by the FAA. Lighting of buildings and the ground may be provided to ensure a safe and secure facility. All lighting shall be shielded to prevent undue impact on surrounding properties.

9. There shall be a minimum of one (1) parking space for each facility, to be used in connection with the maintenance of the site, and not to be used for the permanent storage of vehicles or other equipment.

10. To the extent feasible, all network interconnections from the communications site shall be via land lines.

11. Existing on-site vegetation shall be preserved to the maximum extent practicable. Clearing of land shall be performed in a manner which will maximize preservation of natural beauty and conservation of natural resources and which will minimize marring and scarring of the landscape or silting of streams or wetlands.

12. Traffic associated with the tower and accessory facilities and structures shall not adversely affect abutting ways.

13. Applicants proposing to erect wireless communications facilities on municipally-owned land or structures shall provide evidence of contractual authorization from the Town of Longmeadow to conduct wireless communications services on municipally-owned property.

5.14 Wireless Communications Facility - Application Requirements

For an application to be considered complete, the following information must be submitted:

1. A color photograph or rendition of the proposed wireless communication facilities including, but not limited to, the proposed tower with its antenna and/or panels. A rendition shall also be prepared illustrating a view of the proposed wireless communication facilities from the nearest street or streets.
 2. A landscape plan showing the proposed site before and after development including topography and screening proposed to protect abutters.
 3. A description of the wireless communication facilities including, but not limited to, the height of any towers and antennas, access roads and power supplies, the type size and number of transmitters and a technical report which demonstrates that the maximum height of the installation is the minimum feasible to provide the intended service.
 4. The technical, and other reasons for the proposed location, height and design including, but not limited to, a survey of all sites which are feasible for providing the intended services both within and outside of the Town of Longmeadow and the reason(s) the proposed site was selected over at least one alternative site.
 5. A survey of all pre-existing structures, buildings or towers which are capable of supporting the equipment necessary to provide the intended service and a technical report which demonstrates why any such structure, building or tower cannot be used by the applicant.
 6. A description of the capacity of the tower including the number and type of panels, antenna and/or transmitter receivers that it can accommodate and the basis for these calculations.
 7. A statement that the sound levels under normal operating conditions, whether emanating directly from, or as a result of natural wind blowing through, the wireless communications facility, measured at the boundary of the lot on which it is sited, shall not be greater than would otherwise exist in the absence of such facility.
 8. A statement of the services to be supported by the proposed wireless communication facilities and a delineation on the Zoning District Map of all areas in Longmeadow which will not be served by the proposed installation for the primary and an alternate site.
 9. A description of the special design features utilized to minimize the visual impact of the proposed wireless communication facilities in accordance with Sections 6.13.3; 6.13.6 and 6.13.11.
 10. A certification that the applicant has complied with all federal and state requirements to provide the proposed service.
 11. Within thirty days after filing the application for any new tower or extension in height thereto, the applicant shall arrange to fly a balloon at the primary and an alternate site at the maximum height of the proposed installation on a weekend day between the hours of noon and 3 P.M. The balloon shall be of size and color that can be seen from every direction for a distance of one (1) mile. The date and location of the flights shall be advertised at least 14 days, but not more than 21 days, before the flights in at least two different issues of a newspaper with a general circulation in the Town of Longmeadow.
- Special Permit applications must include a Planning Board decision per Article XI, Section G., 1.a. or 1.c., and include at least one copy of all documents submitted to the Planning Board and made part of that decision.

Severability

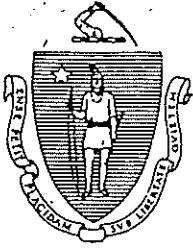
The invalidity, unconstitutionality, or illegality of any provision of this by-law shall not have any effect upon the validity, constitutionality or legality of any other provision of this by-law.

3. Under ARTICLE IV, SECTION C. USES IN AGRICULTURAL ZONES: Add "6.11, 6.12, 6.13 and 6.15" to Subsection 3.
4. Under ARTICLE XI. SITE AND DESIGN REVIEW, SECTION D. CONTENT OF PLAN: Add "Application Requirements for Wireless Communications Facilities shall be as per Article IV, Section B., Subsection 6.14. The Planning Board may, at its discretion, impose additional application requirements as outlined in this section of the by-law."

TOWN OF WINDHAM
MAY 13, 1997 ANNUAL TOWN MEETING
ARTICLE 25

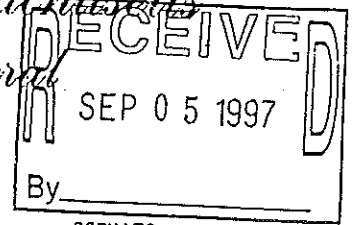
I hereby certify that the foregoing is a true copy of the vote taken on ARTICLE 25 at the Annual Town Meeting held on May 13, 1997 as contained in the Town Clerk's record of said meeting.

Louise W. Lines
Louise W. Lines, Town Clerk



SCOTT HARSHBARGER
ATTORNEY GENERAL

The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, MA 02108-1698



REPLY TO:
DEPT. OF THE ATTORNEY GENERAL
WESTERN MASS. DIVISION
436 DWIGHT STREET
SPRINGFIELD, MASSACHUSETTS 01103-1317
(413) 784-1240

September 4, 1997

Louise W. Lines
Town Clerk
20 Williams Street
Longmeadow, Massachusetts 01106

RE: Longmeadow Annual Town Meeting of May 13, 1997
Warrant Articles 25 & 26 (Zoning by-laws)

Dear Ms. Lines:

I return the amendments to the zoning by-laws adopted under articles 25 and 26 of the warrant for the Longmeadow annual town meeting that convened on May 13, 1997, with the enclosed approval of this Office.

Sincerely,

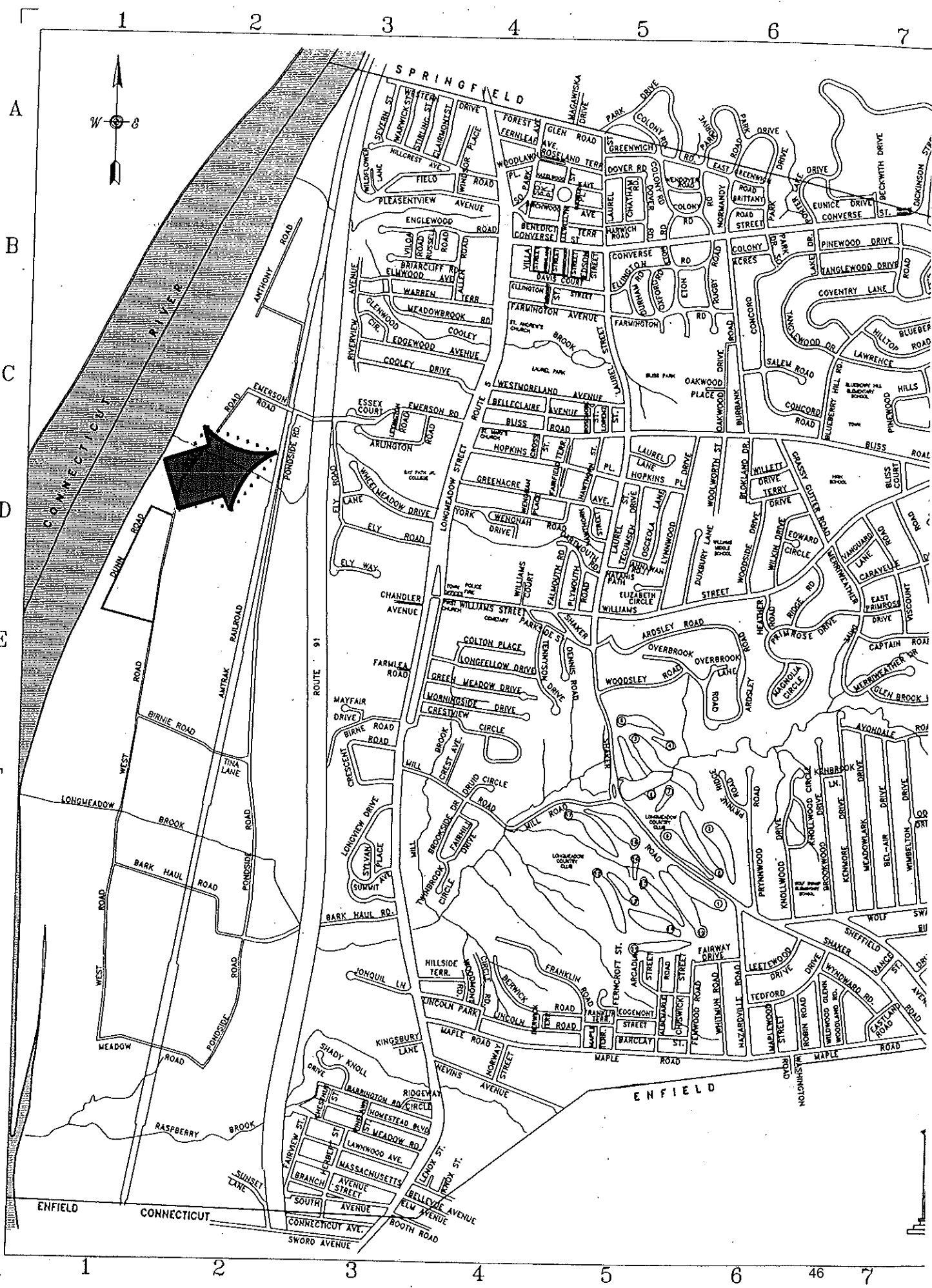
Kristi A. Bodin, Assistant Attorney General
Municipal Law Unit, Western Massachusetts Division
(413) 784-1240

Enc.

cc:

David J. Martel
Doherty Wallace Pillsbury & Murphy
1414 Main St.
Springfield, MA 01144-1002

EXHIBIT D: Maps



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ENFIELD

CONNECTICUT

CONNECTICUT AVE.

ELM AVENUE

ENFIELD

ENFIELD

SPRINGFIELD

CONNECTICUT RIVER

EMERSON ROAD

PONDSIDES RD.

CHANDLER AVENUE

FARMLEA ROAD

MAYFAIR DRIVE

BIRIE ROAD

CRESCENT DRIVE

BARK HAUL ROAD

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