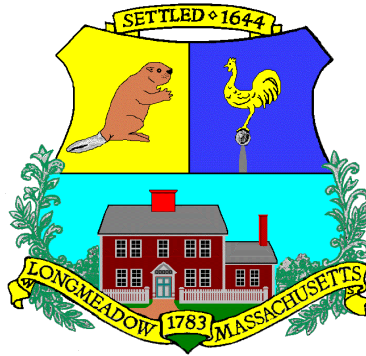


# Request for Proposals

## Real Property Lease: Wireless Communication Facility at the Academy Drive Water Tower



Town of Longmeadow,  
Massachusetts

October 29, 2020

## **Request for Proposal (RFP)**

### **Real Property Lease Wireless Communications Facility Academy Drive Water Tower**

The Town of Longmeadow, MA is accepting sealed proposals for the lease of a portion of the water tower structure and land located at the Academy Drive water tower, 303 Academy Drive, Longmeadow, MA 01106. Proposal packets 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 may also be obtained at no charge at [www.longmeadow.org](http://www.longmeadow.org), select 'Government', then 'Purchasing', then 'Bids & RFPs' then 'Bid & RFP Finder', then select the proposal documents by title. Proposers are encouraged to register with the Longmeadow Purchasing Department to get on the bid list, others will be responsible for monitoring the website for the issuance of notices and addenda. Failure to acknowledge addenda may result in a proposal rejection

The contract will be for a five-year lease contract with renewal option to extend the lease for up to five additional five year terms with the total contract term with all renewal options not to exceed thirty years. Sealed proposals will be accepted at the Longmeadow Purchasing Department until the proposal deadline of Wednesday, December 2, 2020 at 2:00pm. Late proposals will be rejected. Following the proposal deadline, proposals received will be remotely logged through [zoom.com](https://zoom.us) only beginning at 2:30pm on the date of the proposal deadline. Due to Covid-19 the Purchasing Department is open to receive deliveries only. To join the live zoom meeting select the following link. - <https://zoom.us/j/93885343779?pwd=dm9ES1MyeW4rTmt4WWtNUlZHTeJZz09> , or to call into the meeting at 1-301-715-8592, enter Meeting ID 93885343779, Passcode: 087256.

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 a lease contract in the best interest of the Town.

## I. Introduction

The Town of Longmeadow, MA owns and operates an elevated water storage tank as part of the Town's municipal drinking water distribution system. The Department of Public Works has determined that there is available surplus space at the Academy Drive water tank. Further, the Awarding Authority has decided to offer to private companies the use of portions of the Academy Drive water tank for a telecommunications system under an exclusive, 5-year term lease agreement with the renewal option for up to five (5) additional and successive five year terms.

The Town of Longmeadow requests sealed proposals for lease of a portion of the water tower structure and adjacent land at 303 Academy Drive for the purpose of installing and operating a wireless communication facility and related apparatus. A contract award will consist of an exclusive lease between the Town of Longmeadow and Tenant. A contract will not allow for the Tenant to sub-lease the co-location of their leased space to other wireless communication entities.

Proposers are responsible for submitting a plan for installation of its equipment. 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 by the Town Manager and the Select Board.

This RFP document describes all of the terms, conditions and Minimum Requirements which must be the basis of any proposal response.

Throughout the duration of this lease the Town intends to continue use of the water tank as an active part of the water distribution system. Water supply use of the tank shall at all times be the primary purpose of the facility and where necessary will take priority over any other use. Under the lease agreement, the successful proposer will be allowed to install, operate, and maintain antennae on the exterior of the tank between the 100'- 4" to 127'- 4" height levels (includes cat walk area). Also to install, operate and maintain the associated equipment underneath and adjacent to the tank as well as various ancillary electrical, and mechanical equipment, which may be needed.

The only equipment which will be allowed on the exterior of the tank itself, is the antenna or antenna systems. No welding to the water tank or its tower will be allowed. All equipment, installation, operation, and maintenance shall be in accordance with the terms of the technical requirements outlined in the RFP.

The water tank was constructed in 1964 and is a steel "toro-spherical" tank. Overall, the tank is 127 ± ft. in height, which starts at ground elevation 215.5 ± ft. based upon USGS datum. **Attachment A** contains a drawing which depicts the pertinent features of the tank.

Objectives in offering this RFP is to:

- a. Control the potential number of telecommunication facilities, in the Town.
- b. Improve cellular communications connectivity for the residents of Longmeadow and eliminate wireless communication dead zones.
- c. Insure that any telecommunication pole and facilities is constructed in an innocuous and inconspicuous ways possible.
- d. Generate long term revenue for the Town.
- 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.

## **Tank Site Viewing**

Prospective proposers wishing to view the Academy Drive tank site, and portions of the adjacent property being offered for lease, may arrange for a facility visit by contacting the Chad Thompson, Procurement Manager for the Town of Longmeadow at 413-565-4136.

## **Site**

A portion of the water tower has been selected as the site because of its proximity to Route 91 and its compliance with the location requirements of the Town of Longmeadow Zoning Bylaws.

The site is located on 303 Academy Drive (Hampden County Registry of Deeds Book 2733, Page 491). A sketch of the property is included as **Attachment B**. A copy of the Zoning Bylaw Amendment relative to Wireless Communications is included as **Attachment C**.

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. Offeror 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 written approval of the Town, and otherwise to assure themselves that the site will be suitable for the proposed use.

Any Town owned communications equipment on the Water Tower and its successful operation shall take precedent over the successful operation of leased equipment on the Academy Drive Water Tower. Should equipment or frequency interference issues originate or be created from Tenant wireless communications equipment, the Town will reserve the right to shut down or require the Tenant to shut down equipment until such time as the problem is corrected. In the event that a shutdown is required the Town will not be liable for any actual or foreseen expense or damages incurred by the tenant as a result of the interruption in communication access and service.

Proposers are advised that part of the Academy Drive water tank and adjacent land is subject to two existing leases: 1) Bell Atlantic Mobile of Massachusetts, Inc. (d/b/a Verizon Wireless), and 2) Omnipoint/T-Mobile.

## **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

Sealed proposals will be accepted at the Longmeadow Purchasing Department, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, until the proposal deadline of Wednesday, December 2, 2020 at 2:00pm. Late proposals will be rejected. Following the proposal deadline, proposals received will be remotely logged through [zoom.com](https://zoom.us) only beginning at 2:30pm on the date of the proposal deadline. Reference the legal notice at the beginning of this RFP for Zoom access instructions. Due to Covid-19

the Purchasing Department is open to receive deliveries only. 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, December 2, 2020 at 2:00PM** 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- Wireless Communications Facility**”. The proposer’s **Name & Address** should also be on the envelope. **NOTE: for delivery of proposals, deliver proposals through the back of the building (parking lot side) through the lower stairwell doors.**

**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-Wireless Communications 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:
  - 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; *and*
  - Name and telephone numbers of the firm's contact person, technical consultant and project manager.
- \_\_\_ Background on the proposer:
  - Provide a list of twenty (20) or more wireless communications facilities the proposer has installed. Include the location, brief description of the facility and summarized term dates, name and contact information of the owner. If the proposer has fewer than twenty facilities installed, provide the complete list of the actual wireless communications facility installed.
  - Include a list of wireless communications facilities the proposer has installed for Massachusetts municipalities and the Commonwealth of Massachusetts or any of their sub-entities;
  - 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; *and*
  - 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.

- \_\_\_ Description of the proposed wireless communications equipment for installation elevated on the tank, and ground related equipment
  - Site plan showing the design of the facilities to be installed on the water tank 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 on Academy Drive 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); *and*
  - Landscape plans and security structures proposed.
  
- \_\_\_ 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-Wireless Communications 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 \$30,000 per year (\$2,500/month), which is the base lease ‘Minimum Requirement’. Proposals with a monthly payment base lease of less than \$2,500 per month will result in a proposal rejection. Payments made shall be in equal monthly installments during the term of the contract.
  
- \_\_\_ Present an annual percentage increase.
 

The Minimum Requirement is an annual percentage increase of not less than 2%. Proposals received with less than a 2% annual increase will be rejected.

The proposal shall state an annual percentage increase which shall be effective beginning on the annual anniversary date following the Commencement Date for the first annual percentage increase. All proceeding annual anniversaries remaining during the full term of the contract, and renewal option terms, will also have the annual percentage increase applied to each and every consecutive annual term with the annual percentage increase built upon each of the previous year’s base bid and accumulative annual percentage increases added.

### **III. Request for Proposal Conditions**

#### Opening of Proposals

Technical and Price Proposals will be reviewed by the evaluation committee. Results of the Price Proposals will be opened and read during the Zoom public logging which occurs as stated in the legal notice on the proposal deadline date.

#### 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](http://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- Wireless Communications 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 proposal deadline, the Longmeadow Community House (735 Longmeadow Street) is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc., the deadline for the receipt of proposals will be postponed to the next regular business day (Monday through Friday) by the same proposal deadline time of 2:00PM as listed in the request for proposals.

#### 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 its 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. Evaluation Process

The Town will follow the Request or Proposal process for real property disposition by lease utilizing M.G.L. Chapter 30B. The Town reserves the right to choose a proposal for contract award from among all the responsive and responsible proposals received which has an advantageous technical proposal while taking into account the price proposal. High bid price may not be the grounds for contract award as the Technical Proposal is taken into account in evaluating proposals received.

### 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 or exceed all mandatory requirements as described in this RFP including all the Minimum 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. Minimum Requirements as stated at the end of RFP section II must meet or exceed the requirements as stated which include:
  - a. Monthly payment base lease Minimum Requirement, and
  - b. Annual percentage increase Minimum Requirement, and
2. Proposer must include in its proposal all the minimum submission requirements (see checklist); *and*
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 (twenty or more installations).

Advantageous:

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

Disadvantageous:

Proposer has little or no experience in erecting wireless communications facilities (zero to four installations).

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

Highly Advantageous:

The proposed facility structure has minimal visual impact by being minimally obtrusive.

Advantageous:

The proposed facility structure has moderate visual impact by being moderately obstructive.

Disadvantageous:

The proposed facility structure has great visual impact and is obstructive in visual impact.

## VI. Minimum Lease Requirements

The lease for the installation of the wireless communications facility on and at the Academy Drive water tower (the "Facility") 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 minimum lease term will be five years with the option for up to five (5), five-year renewals. Total contract term shall not exceed thirty years inclusive of all renewal options. The contract format and conditions for the contract utilized is supplied with the RFP as Attachment B.

Rental Payments: Annual rent will be determined by the successful offeror's response to the RFP which shall be no less than \$2,500 per month or \$30,000 per year. Rental payments will be made in equal monthly installments, in advance, on the first day of the month beginning with the month in which the lessee obtains all necessary permits to construct the Facility. Furthermore, the lease will provide for an annual percentage increase which shall be no less than 2% per year.

Repairs, Maintenance and Installation of Facility: The lease will provide that the construction or attachment of any components of the Facility be subject to prior approval of the lessor. Specifically, the lease will require that the Facility be attached to the catwalk surrounding the water tank. No part of the Facility is to be attached to the water tank itself. Any structure to be erected by the lessee as part of the Facility shall be placed within and as close as possible to the existing security fence protecting the water tank. The lease will require the lessee to cooperate with the lessor in connection with lessor's maintenance of the water tank, including the possible need for the lessee to temporarily relocate certain components of the Facility to facilitate such maintenance, including repainting the tank. Any connecting utilities or other connecting apparatus between the structure to be constructed by the Lessee and the water tank shall be installed underground. 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 site 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.

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, erected by it at the site, 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.

**Timeliness:** If the offeror 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.

**Permit:** The offeror 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 bylaws and the proposer is responsible for obtaining all necessary permits there under. A copy of the Amendment to the Zoning Bylaw of the Town dealing with wireless communications facilities is included in this RFP as **Attachment C**.

**Indemnification:** The lessee shall indemnify the Town against all claims arising from the use of the Facility.

**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. Miscellaneous

### 1. Deposit

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 to any other eligible, qualified proponent. Said deposit shall be retained by the Town until the applicant completes the permitting process. Upon notice that the final permit has been approved, the \$5,000 deposit shall be applied to the first year lease fee and any remaining balance due for the first year lease shall be paid to the Town. Should the successful proposer not be granted all the required permits from the appropriate Town boards, the deposit shall be returned to the proposer. 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.

### 2. Disclosure of Beneficial Interests

In accordance with M.G.L. Chapter 7, Section 40J, the successful proposer shall submit to the Town prior to execution of a lease agreement a completed Disclosure of Beneficial Interests in

Real Property Transaction form (see attached) which shall become part of the lease agreement.

## VIII. Schedule

The following is the proposed timetable for installation of a wireless communications facility on the Academy Drive water tower.

|   |                            |
|---|----------------------------|
| Proposal Due to the Longmeadow Purchasing Department: | December 2, 2020 at 2:00PM |
| Zoom.com proposal logging:                            | December 2, 2020 at 2:30PM |

|   |  |
|---|--|
| Proposal review and award recommendation: | Within 60 days following the proposal deadline |
|---|--|

# TECHNICAL PROPOSAL SUBMISSION FORM

## 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 of Person Signing Proposal

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

\_\_\_\_\_  
Date

## Statement of Tax Compliance

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.

### 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: \_\_\_\_\_

**ATTACHMENT A:**

Map of proposed site and lease area



NOTE:  
ROOF SWIVEL LADDER TO BE EQUIPPED  
WITH 1 RUN (APP. 55'-0") PREFABRICATED  
ALUMINUM STEEL RAIL COMPLETE  
WITH CONNECTORS

ELEV. 342.9'

UPPER CAPACITY LINE  
ELEV. 333.1'

15'-0" I.D.  
1000 M GAL

BELT SEAM  
ELEV. 315.9'

18 PINS T6107  
18 COLLARS T6103

LOWER CAPACITY LINE  
SEE DETAIL 'A' FOR ERECTION  
ROD SERI AND CONNECTIONS

9 PINS T6105

9 COLLARS T6102

18 PINS T6107

18 COLLARS T6103

18 PINS T6107  
18 COLLARS T6103

9 PINS T6105

9 COLLARS T6102

18 PINS T6107

18 COLLARS T6103

18 PINS T6107

18 COLLARS T6103

18 PINS T6107

18 COLLARS T6103

ELEV. 215.5'

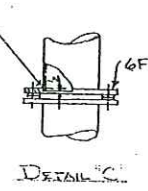
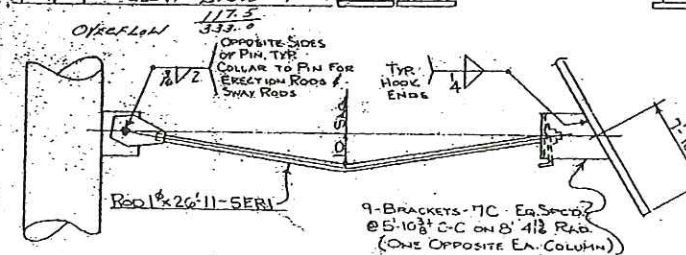
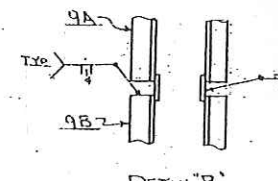
OPPOSITE SIDES  
OF PIN, TYR  
COLLAR TO PIN FOR  
ERECTION RODS &  
SHAY RODS

9-BRACKETS - 7C - EQ. SPEC'D  
@ 5'-10 1/2" C-C ON 8' 4 1/2" RAD.  
(ONE OPPOSITE EA. COLUMN)

1 1/2" W/S PIPE X 5'-1" P2E  
(SEE CON. 1.4)  
SEE DETAIL 'C'

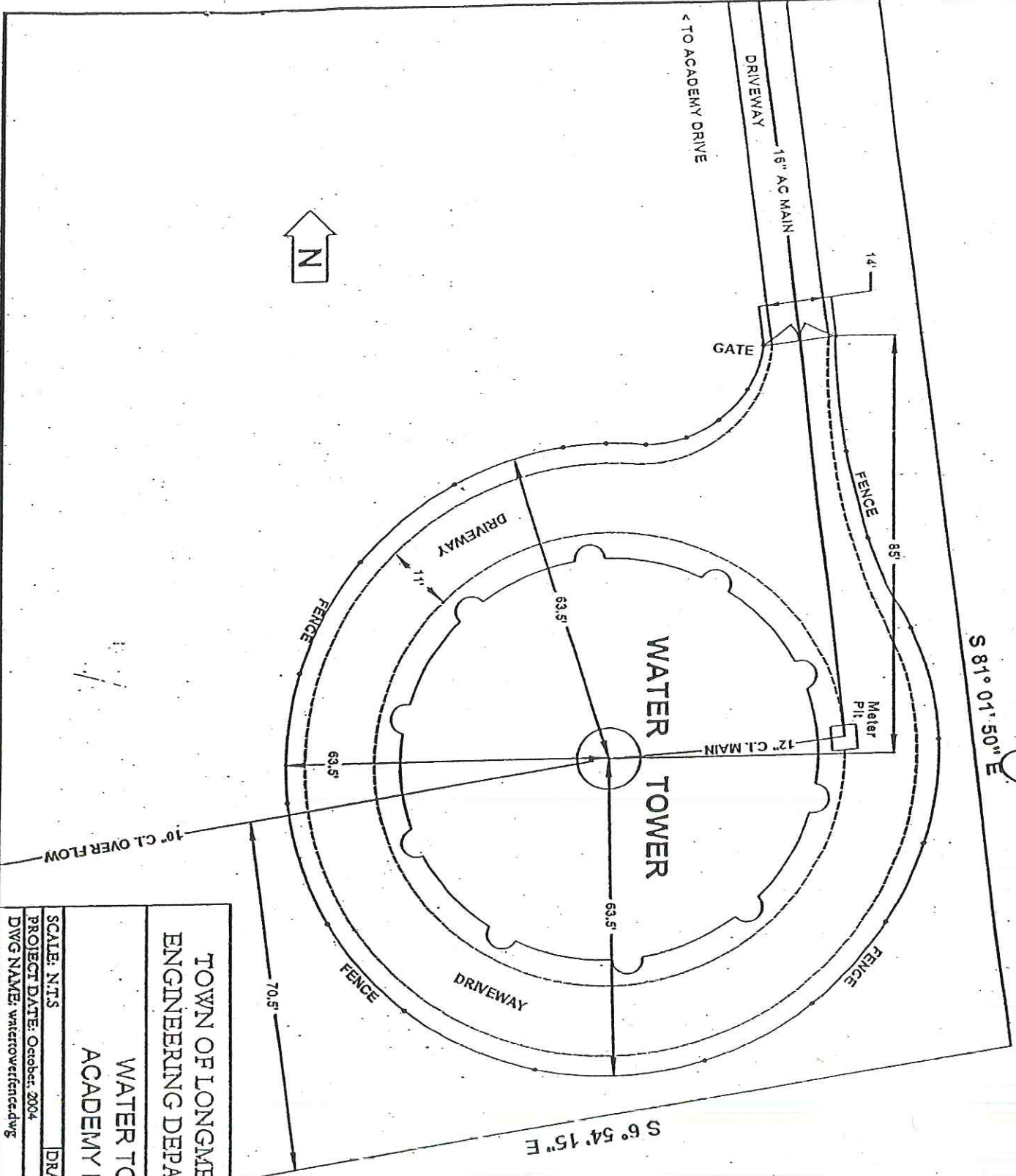
BOULDER 6" OF TOP  
USING 4 BOLTS & 8" DIA  
2 1/2" DIA. W/ WELD &  
MAKING SURE THAT THE  
PRESSURE WAS TO BE  
REMOVE BOLTS & W/ WELD  
WELD PIPE TO RISER

1 1/2" 90° C.I. BASE FROM (CON. L-100)  
ELEV. VERT. FROM M.J. HORIZ. RISE  
1: 1/2" @ 2.3" TO C.I. PRESS. GROUND  
R-1: 1/2" @ 2.3"





*Handwritten signature*



S 81° 01' 50" E

S 6° 54' 15" E

10" C.I. OVER FLOW

|  |                                |  |
|--|--------------------------------|--|
| TOWN OF LONGMEADOW<br>ENGINEERING DEPARTMENT |                                |  |
| WATER TOWER<br>ACADEMY DRIVE                 |                                |  |
| SCALE: N.T.S.                                | DRAWN BY: Christopher W. Reed. |  |
| PROJECT DATE: October, 2004                  |                                |  |
| DWG NAME: watertowerfence.dwg                | SHEET #1 OF 1                  |  |

**ATTACHMENT B:**  
Contract Terms and Conditions

Longmeadow 3  
03011050361  
2003032508

LEASE AGREEMENT

Lease Agreement entered into as of \_\_\_\_\_, 2021, by and between the TOWN OF LONGMEADOW, a Massachusetts municipal corporation with a place of business at 20 Williams Street, Longmeadow, Massachusetts (the "Town") (Tax ID No. \_\_\_\_\_) and

("Lessee").

The Town is the owner of a water tower and certain real estate located on Academy Road in Longmeadow, Massachusetts and Lessee is desirous of leasing from the Town space on the water tower and part of the real estate for purposes of the construction of a wireless communications system and placement of an equipment shelter. The Town is willing to lease space on the water tower and the real estate to Lessee 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 Lessee and Lessee hereby leases from the Town (i) space on the water tower owned by the Town (the "Water Tower") located on real estate owned by the Town on Academy Drive in Longmeadow, Hampden County, Massachusetts (the "Real Estate") and (ii) that part of the Real Estate described in this Agreement all as depicted on Exhibit A attached hereto (the "Leased Premises"). The Leased Premises are within property described in a deed recorded with Hampden County Registry of Deeds Book 2733, Page 491. The Lessor further grants to Lessee 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, Academy Road to the Leased Premises. Said Real Estate and right-of-way for access is substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The communications and other equipment to be attached to the Water Tower and constructed on the Leased Premises are sometimes collectively referred to in this Lease on the "Facility."

The Town also hereby grants to Lessee the right to survey the Real Estate, and said survey shall then become Exhibit "A" 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 Lessee.

2. Term.

(a) The Term of this Lease shall be five (5) years commencing on the date on which Lessee 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) Lessee shall have the option to extend this Lease for an additional five (5) year term provided that Lessee gives the Town written notice of its intent to exercise this extension option at least six (6) months prior to completion of the initial five (5) year term and Lessee shall have the further right to extend this Lease for ~~up to three~~, five (5) year term provided that Lessee gives the Town notice of its intention to exercise ~~each~~ extension option by giving notice to the Town at least six (6) months prior to completion of the ~~current~~ five (5) year option extension.

3. Rent.

(a) The total rent for the initial five (5) year term of this Lease shall be

Dollars (\$ \_\_\_\_\_), payable in the monthly installments shown on Exhibit B attached hereto 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, Lessee 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) Rent during the first and, if applicable, ~~additional~~ of the five (5) year extension terms pursuant to Paragraph 2(b) shall be as set forth on Exhibit B.

(c) Upon execution of this Lease, Lessee shall pay the Town a deposit of Five Thousand Dollars (\$5,000.00). The deposit shall retained by the Town until Lessee completes the permitting process for construction of the Facility. Upon notice by Lessee to the Town that all permits have been obtained, all appeal periods having expired, the deposit shall be applied to lease payments due after the Commencement Date. In the event that Lessee does not obtain all necessary permits for construction of the Facility the deposit shall be returned to Lessee; provided, however, that the deposit shall be

forfeited by Lessee in the event that the Town exercises its right to terminate this Lease Agreement for the reasons set forth in Paragraph 7.

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

4. Construction of Facility. Lessee shall use the Facility solely for constructing, maintaining and operating the Facility and uses incidental or appurtenant thereto. The Facility shall be constructed within the existing security fence surrounding the Water Tower. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Leased Premises at the discretion of Lessee. All improvements shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of Lessee.

Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. Lessee will maintain the Premises in a good condition reasonable wear and tear excepted. Town will maintain the Real Estate, excluding the Leased Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that Lessee's ability to use the Leased Premises is contingent upon its obtaining after the execution date of this 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 Lessee use of the Leased Premises as set forth above. The Lessee acknowledges that the Lease granted hereby does not relieve Lessee from seeking any other permits from the Town of Longmeadow (including, without limitation, any special permit) necessary for the installation or operation of a telecommunications facility. The Town shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use by Lessee. In the event that any of such applications for such Governmental Approvals should be finally rejected or Lessee determines that such Governmental Approvals may not be obtained in a timely manner or soil boring tests are found to be unsatisfactory so

that Lessee in its sole discretion will be unable to use the Leased Premises for its intended purposes, Lessee shall have the right to terminate this Agreement. Notice of the Lessee's exercise of its right to terminate shall be given to the Town in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Lessee. All rentals paid to said termination date shall be retained by the Town. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

5. 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 of the Town, to enforce the terms of this lease agreement, or for any other purpose. Except in cases of emergency, the Town will give Lessee at least 24 hour notice of the exercise of this right of access by the Town.

The Lessee expressly acknowledges that the Lessor intends to install antennas on the top of the Water Tower for police, emergency or other similar communications purposes.

6. Repairs and Maintenance. During the term of this Lease, Lessee, 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. Lessee shall have access to the Facility for purposes of maintenance and repair but 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.

7. Construction Permits. Lessee shall apply for and endeavor to obtain all permits, licenses and approvals necessary for construction and operation of the Facility and shall furnish the Town with copies of such permits before commencing construction of the Facility or installation of equipment at the Leased Premises. In the event that Lessee fails to apply for all permits necessary to construct the Facility or install equipment on the Leased Premises within three (3) months after execution of this Lease Agreement, or if Lessee, after receiving such permits fails to construct the Facility and to install necessary equipment on the Leased Premises within three (3) months after obtaining such permits, this Lease shall terminate and the Town shall be entitled to lease the Leased Premises to third parties or to otherwise dispose of the Leased Premises in the sole discretion of the Town.



8. 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. Lessee may assign this Lease or sublet the Leased 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 Lessee which controls or is controlled by or under common control with Lessee or which is merged or consolidated with Lessee, provided, however, that thirty (30) days written notice is given to the Town prior to any such assignment or subletting. Lessee shall have no other rights to assign this Lease or sublet the Leased Premises without the written consent of the Town which consent will not be unreasonably withheld or delayed.

9. Indemnification: Insurance. To the extent permitted by law, Lessee shall indemnify and hold the Town harmless for any claims or damages, including reasonable attorney's fees, arising out of the construction or use of the Facility. Lessee 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. Lessee shall list the Town as an additional insured with respect to the foregoing comprehensive general liability insurance. Lessee shall also provide the Town with evidence of worker's compensation coverage for Lessee's employees as required by Massachusetts law. At any time after the first anniversary hereof, provided that Lessee furnishes the Town with evidence of financial reserves sufficient, in the Town's reasonable judgment, to pay claims in amounts equal to or more than the minimum insurance coverage required hereby, the Town agrees that Lessee may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. Removal of Lessee's Personal Property. At the conclusion of Lessee's tenancy, Lessee shall remove all its personal property and equipment located on the Leased Premises and shall, at the request of the Town, remove any buildings or other structures, including the Facility, erected by Lessee at the Leased Premises, including any connections to other utilities and Lessee shall then restore the Leased Premises to their condition at the commencement of the lease term. To the extent that the Town, at the conclusion of Lessee's tenancy, does not require the removal of any building or other structures, utility connections, or the Facility itself, Lessee 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 Lessee to remain on the Leased Premises after termination of this Lease Agreement, Lessee shall pay rent at the then existing monthly rate until such time as the removal of the building, antenna structure, fixtures and all other real and personal property constituting the Facility is completed.

11. Frequency Interference. Lessee agrees that the communication equipment which it installs at the Facility will not cause "measurable interference," as defined by the FCC, to present municipal equipment of the Town. Lessee agrees to correct and eliminate such interference within thirty (30) days of receipt of written notice from the Town that Lessee's equipment is causing such interference, if such interference was in fact caused by Lessee's use or operation of the Facility. Likewise, the Town shall not permit the installation of any future equipment (either by the Town or by others) which interferes with Lessee's pre-existing use of the Leased Premises, provided Lessee is operating within its assigned frequency.

12. Quiet Enjoyment; Title; Authorization. The Town covenants that Lessee, on paying the rent and performing the covenants described in this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises.

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

13. Memorandum of Lease. The Town agrees to execute a memorandum of this Lease Agreement which Lessee may record with the Hampden County Registry of Deeds. The date set forth in the memorandum of lease is for recording purposes only and bears no reference to date of commencement of the term of this Lease Agreement or rent payments.

14. Default. After the Commencement Date, the following shall constitute events of default under this Lease Agreement:

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

(b) Failure of Lessee 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, Lessee 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 Agreement, make demand for any unpaid payments due under this Lease Agreement and to pursue all legal remedies available to the Town.

15. Environmental.

(a) The Town will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Real Estate, unless such conditions or concerns are caused by the activities of the Lessee.

(b) The Town shall hold Lessee harmless and indemnify the Lessee from and assume all duties, responsibility and liability at the Town's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the Lessee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Real Estate or activities conducted thereon, unless such environmental conditions are caused by the Lessee.

16. CASUALTY. In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than ninety (90) days, then Lessee may at any time following such

fire or other casualty, provided the Town has not completed the restoration required to permit Lessee to resume its operation at the Leased Premises, terminate this Lease upon fifteen (15) days written notice to the Town. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty. Subject to the provisions of Section 9 hereof, it is expressly understood that the Town shall have no obligation to repair or restore Lessee's building or equipment.

17. CONDEMNATION. In the event of any condemnation of the Leased Premises, Lessee may terminate this Lease upon fifteen (15) days written notice to the Town if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than ninety (90). Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

18. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

19. Notice. All notices pursuant to this Lease Agreement 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 an overnight delivery service which provides a receipt for delivery. Notices shall be sent as follows:

If to the Town:

Select Board

Town of Longmeadow  
20 Williams Street  
Longmeadow, MA 01106

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If to Lessee:

20. 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 Lease Agreement and construction and interpretation of all provisions hereof shall be governed by the laws of the Commonwealth of Massachusetts. 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.

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

**ATTACHMENT C:**  
Town of Longmeadow By-Laws

**ZONING BY-LAW**  
**TOWN OF LONGMEADOW**

6.11 Wireless Communications Facilities - Purpose

The purpose of this section of the By-Law is to minimize the adverse impact of

**ZONING BY-LAW**  
**TOWN OF LONGMEADOW**

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 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 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



**ZONING BY-LAW**  
**TOWN OF LONGMEADOW**

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.

**ZONING BY-LAW**  
**TOWN OF LONGMEADOW**

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.

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.

**ZONING BY-LAW**  
**TOWN OF LONGMEADOW**

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., I.a. or I.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.)

- 6.15 Monument Signs for Non-Residential Uses Located Within Residential Zones  
Monument Signs immediately adjacent to a non-residentially used property's entrance or driveway identifying the name of the entity or establishment located upon the same property. The following dimensional restrictions shall apply:

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

Attachment "B"

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 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 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.

6.14 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.

Under ARTICLE IV, SECTION C. USES IN AGRICULTURAL ZONES: Add "6.11, 6.12, 6.13 and 6.15" to Subsection 3.

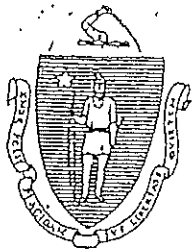
Under ARTICLE XI, SITE AND DESIGN REVIEW, SECTION D. CONTENT OF PLAN: Add "Application Requirements for Wireless Communications Facilities shall be as per Article IV, Section B., Subsection 6.14. The Planning Board may, at its discretion, impose additional application requirements as outlined in this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

TOWN OF LINDSEY  
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

RECEIVED  
SEP 05 1997  
By \_\_\_\_\_

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