

Town of Truro, Massachusetts

Request For Proposals

From

**Personal Wireless Service Providers and Telecommunications
Companies**

For

Lease of Land to Install and Operate

Wireless Service Tower and Communication Facilities

South Truro Landfill Site

Proposals Due: August 23, 2021 at 11 a.m.

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate
Wireless Communications Facilities

The Town of Truro (the “Town”), acting by and through its Select Board, requests proposals from personal wireless services providers and/or telecommunications companies for the construction and operation of a telecommunications tower and related equipment at the South Truro Landfill, at Route 6, South Truro, Massachusetts, for the provision of wireless telecommunications services. The site consists of approximately 2.76 acres identified by the Assessors as Map 55, Parcels 2 and 3, and is described in an instrument recorded with the Barnstable Registry of Deeds in Book 1367, Page 1123.

The lease will be for a term of up to twenty (20) years.

Proposals must include two distinct forms of rent. “Base Rent” the amount paid directly to the town from proposer, and “Sub-lessee Rent”. Base Rent price offered, and annual percentage increase will be used as Comparative Evaluation Criteria. The Base Rent amount for the first year of the contract shall not be less than Thirty-Three thousand two hundred dollars (\$33,200.00). Said rent shall be increased each year by an amount not less than four percent (4%) over the rent in effect for the prior year. In addition to the rent directly payable to the Town, the proposer will be responsible for entering into sublease agreements with other personal wireless service providers at an annual rent of not less than Thirty-Five Thousand Dollars (\$35,000.00) per sub-lessee, to be paid to the Town in equal monthly installments, commencing on the date of an executed lease agreement between the Town and the proposer; said rent shall be increased each year by an amount equal to at least four percent (4%) over the rent in effect for the prior year. The proposer will also pay at least sixty-seven (67%) of the gross sublease revenue to the Town for the first five (5) years of the sublease, and thereafter shall pay at least seventy-five (75%) of the gross sublease revenue to the Town. The proposer shall be responsible for paying real estate and personal property taxes.

This Request for Proposals (“RFP”) and any lease awarded pursuant thereto are subject to G.L. c.30, §16, and the terms of said Section 16 shall control in the event of any conflict between such terms and the terms of this RFP.

Request for Proposals packages are available by contacting the Town Manager’s Office at dtangeman@truro-ma.gov or (508) 214-0201 during normal business hours, which are Monday through Thursday, between the hours of 8:00 a.m. and 4:00 p.m., except for holidays.

Pursuant to M.G.L. c. 30B, § 16, sealed proposals must be received no later than **August 23, 2021 at 11:00 a.m.** at the Office of the Select Board, 24 Town Hall Road, Truro, MA 02666, at which time all proposals will be opened and publicly read.

All proposals will remain in effect for a period of one hundred twenty (120) calendar days from the deadline for submission, or until this RFP is cancelled, whichever occurs first.

The Town will award the lease, if at all, to the proposer whose proposal is deemed by the Town to be the most advantageous, taking into consideration the amount of the rent offered and the evaluation criteria stated in this RFP. The Town reserves the right to waive any informalities in the proposals, and to reject any and all proposals if it is deemed to be in the best interests of the Town to do so.

Proposals must be sealed in an envelope and submitted to the Office of Select Board, 24 Town Hall Road, Truro, MA 02666.

Proposers must clearly identify on the outside of the envelope (in which the proposal must be sealed) the following information: “RFP – Proposal for Telecommunications Lease of South Truro Landfill” along with the proposer’s name and address. Include one original and four (4) additional copies of the proposal in the sealed envelope.

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate
Wireless Communications Facility

SECTION A. INTRODUCTION

The Town of Truro (the “Town” or “Landlord”) has issued this Request for Proposals (this “RFP”) for the purpose of leasing a portion of the South Truro Landfill, at Route 6, South Truro, Massachusetts, for the provision of wireless telecommunications services. The South Truro Landfill consists of approximately 2.76 acres identified by the Assessors as Map 55, Parcels 2 and 3, and is described in an instrument recorded with the Barnstable Registry of Deeds in Book 1367, Page 1123. The Town will lease the property to a personal wireless services provider or telecommunications company for the construction of a multicarrier telecommunications tower and installation and operation of related personal wireless services equipment on such tower on such terms and conditions as the Select Board may determine. The lease shall be for a term of up to twenty (20) years.

The wireless communications facilities to be operated consist of the following: the tower and supporting ground equipment, antenna arrays and related equipment, including, but not limited to radio transmitting and receiving antennas, transmission and utility wires, conduits, pipes and other facilities, equipment cabinets and/or shelters, conduits, wires, telephone facilities, ice bridges, foundations, fencing, and related facilities for the transmission and reception of communications signals (collectively, the “Facilities”).

The successful proposer (also referred to as “Tenant”) shall be fully responsible for obtaining all permits and complying with all applicable federal, state, and local regulations and codes, and for all costs of construction, operation and maintenance of the Facilities, including, without limitation, all applicable provisions of the Town of Truro Zoning Bylaw.

In addition to the rent directly payable to the Town, the ‘Base Rent’ of not less than Thirty-three Thousand two hundred dollars (\$33,200) in the first year of the contract, said rent shall be increased each year by an amount equal to at least four percent (4%) over the rent in effect for the prior year, the Tenant will be responsible for entering into sublease agreements with other personal wireless service providers at an annual rent of not less than Thirty-Five Thousand Dollars (\$35,000.00) per sub-lessee, to be paid to the Town in equal monthly installments, commencing on the date of an executed lease agreement between the Town and the Tenant; said rent shall be increased each year by an amount equal to at least four percent (4%) over the rent in effect for the prior year. The Tenant will also pay at least sixty-seven (67%) of the gross sublease revenue to the Town for the first five (5) years of the sublease, and thereafter shall pay at least seventy-five (75%) of the gross sublease revenue to the Town. The Tenant shall be responsible for paying real estate and personal property taxes.

Proposals must be received no later than **August 23, 2021 at 11:00 a.m.** at the Office of the Select Board, Truro Town Hall, 24 Town Hall Road, Truro, MA 02666, at which time all proposals will be publicly opened.

Proposers must submit one original and four (4) additional copies of the proposal in a sealed envelope, plainly marked “RFP – Proposal for Telecommunications Lease of South Truro Landfill” and addressed to the Select Board, Truro Town Hall, 24 Town Hall Road, Truro, MA 02666.

The Town’s objectives in offering this RFP are to: (a) develop the properties for the provision of wireless communications in the Town as part of the Town’s planning effort to regulate and control the placement, construction and modification of wireless facilities in the Town; (b) maximize revenue to the Town; (c) ensure that any wireless facilities constructed pursuant to this RFP are designed and constructed in accordance with good planning and design, with a minimum of visual, environmental and other impacts on nearby property owners and the public; and (d) install on such tower equipment for use by Town fire, police, and public safety personnel and interconnectivity between Town buildings.

This RFP will be awarded to one Tenant who will build the facilities and make it available to subtenants who are FCC-licensed wireless service providers.

The Town will award the Lease to one responsive and responsible proposer. The successful proposer will have **thirty (30) days** from the time they receive notice from the Town of Truro that its proposal has been accepted to execute the Lease. If the parties fail to execute the Lease **within thirty (30) days** of the notice of award, the parties may extend this period by mutual agreement, or the Town may select the next most advantageous offer. The Lease shall be in substantially the form attached hereto as Exhibit B, subject to final negotiation by the Town and approval by the Select Board and Town Counsel.

The Town of Truro reserves the right to reject any or all proposals, waive any informalities in the proposal process, and to accept the proposal deemed to be in the best interest of the Town.

Proposers must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include the requested documents. The Town has attempted in this RFP to be as accurate as possible but is not responsible for any unintentional errors herein.

A summary of the timelines for certain events is as follows:

- Site Visit: Thursday, August 5, 2021 at 11:00 a.m. at the South Truro Landfill site
- Deadline by which Town must receive questions about the RFP: August 11, 2021 at 3:00 p.m.

- Deadline for Proposals: **August 23, 2021 at 11:00 a.m.**

SECTION B. THE PROPERTY AND THE PREMISES

The Town owns a parcel of land, the South Truro Landfill, at Route 6, South Truro, Massachusetts (the "Property"). The Property consists of approximately 2.76 acres and is identified by the Assessors as Map 55, Parcels 2 and 3, and is described in an instrument recorded with the Barnstable Registry of Deeds in Book 1367, Page 1123. The portion of the South Truro Landfill to be leased contains three thousand square feet (3,000 s.f.±) and consists of the parcel shown as "Landfill Lease Area" (the "Landfill Premises," on the sketch plan attached hereto as Exhibit A-2 and incorporated herein (the "Landfill Plan"). Final site plans and the precise location of the Landfill Premises shall be subject to approval of the Town.

The Town will grant Tenant portions of the Property for access and utilities, and for electric, telephone and other utility companies for the purposes of servicing the facilities at the Premises (the "Facilities") and any other equipment installed on the Premises pursuant to the Lease, subject to Town Meeting authorization.

Tenant shall use all reasonable efforts to minimize interference with the Town's use, maintenance, and operation of the remaining portions of the Property.

In addition to paying Base Rent and Sub-lessee rent under the Lease, the successful proposer shall be responsible for paying any real estate taxes accruing under the provisions of G.L. c. 59, §2B and personal property taxes.

The Town makes no representations or warranties of any kind with respect to the Property, including the Premises, the adequacy to support the Facilities, or the appropriateness for the intended use. Proposers will be permitted to inspect Town records relating to the Property and, with the prior written approval of the Town, which shall not be unreasonably withheld, may have access to the Property to make inspections, perform surveys and/or tests, at their own expense, and otherwise to assure themselves that the Property will be suitable for the intended use. The Town shall have the right to set reasonable conditions regarding the time, place and manner of such inspections, surveys or tests.

SECTION C. DESIGN REQUIREMENTS

1. Compliance with Applicable Law and Regulations.

The telecommunications tower and other Facilities, and all related installations, shall comply with all applicable federal, state and local laws, rules, regulations and bylaws, including, without limitation, the Town's Zoning Bylaws (the "Legal Requirements"). All the Facilities, including the tower and the antennas, shall be designed and constructed so as to minimize the visual impact of height and mass. Materials utilized for the exterior structures shall be of a type, color, and style so as to minimize glare and blend into the environment. The tower shall not be artificially illuminated.

2. Tower.

Tenant shall construct a self-supporting multicarrier telecommunications tower. Tenant shall design the tower to accommodate the antennas, cables and equipment for Tenant's use and for at least five (5) more personal wireless services providers. The entire design of the tower and the other Facilities, including the foundation and attachments, shall be stamped by a Massachusetts Registered Professional Engineer qualified to design Wireless Facilities, including steel antenna structures. Tenant shall obtain the Town's prior approval of the exact location of the tower and the other Facilities, not to be unreasonably withheld.

Tenant shall obtain all applicable federal, state, and local permits, approvals and licenses prior to installing any Facilities on the Premises, including, without limitation, the Zoning Bylaws, and any use variances, height variances, and other dimensional variances required under the Zoning Bylaws. The color and appearance of the tower and any antenna arrays and other equipment mounted thereon, shall comply with the requirements set forth in the Zoning Bylaws.

3. Ground Space and Equipment Shelters.

Tenant will be allowed to use the Premises exclusively for Tenant's equipment, except as set forth herein regarding the Town's use thereof. Tenant shall be permitted to erect an equipment shelter to house its equipment in compliance with the Legal Requirements. The placement of Tenant's equipment and/or shelter shall not interfere with the reasonable use of the tower or other facilities by the Town or with the Town's use of the remaining Property. Tenant shall obtain the Town's prior approval of the exact location of such cabinets and shelters, not to be unreasonably withheld.

4. Personal Wireless Service Facilities Only.

Apart from services and equipment of the Town that might occupy the Premises under the terms of the Lease, there shall be no services, equipment or storage at the Premises other than what is necessary to provide personal wireless services. The Premises shall be unmanned.

5. **Fencing and Landscaping.**

The Premises shall be fenced, screened, graded and landscaped in a manner that screens the Premises from the surrounding area and shall comply with the requirements set forth in the Town's Bylaws. All cabinets, pads, equipment shelters and equipment shall be designed and/or screened from view to best integrate with the surroundings of the Facilities.

6. **Cable Routing.**

Cabling from the base station equipment to the tower shall be routed in a neat, workmanlike manner or by providing suitable visual screening of exposed cable runs, so as not to contribute to clutter visible from outside the fenced enclosure. The exact design of the cable access to the tower will be subject to the approval of the Town in consultation with Tenant.

7. **Utility Needs.**

Electrical and telecommunications utilities of sufficient capacity to serve all uses anticipated on the Premises shall be installed by Tenant in a manner that avoids unnecessary interference to other activities on the Property and is reasonable in appearance, in the judgment of the Town.

8. **Signage.**

The size, type, quality, shape and placement of signs shall comply with the requirements set forth in the Town's Bylaws and shall be subject to approval by the Town. Nothing herein shall prohibit or restrict any Town signage on the Premises.

9. **Site Work.**

All site work shall follow and comply with all applicable Legal Requirements, including environmental requirements.

10. **Noise and Other Environmental Criteria.**

Any noise-generating equipment installed at the Premises shall incorporate technology that will achieve the quietest operation reasonably attainable.

11. **Permits and Requirements.**

The foregoing design requirements may be subject to modification pursuant to the permitting process, including any requirements imposed by the Zoning Bylaws and any other applicable laws, bylaws, rules, and regulations. All permits and approvals required for the construction and installation of the Facilities, including the tower, must be obtained no later than six (6) months from the date on which the Lease is signed by the parties.

12. **Municipal Equipment.**

The Town shall have the right to use the tower and the Premises to accommodate communication antennas and associated equipment for use by the police, fire and other departments of the Town if it so chooses, without charge (the “Municipal Equipment”). Access for maintenance and upgrades or improvements to Municipal Equipment shall be provided at no cost to the Town for the term of the Lease. The location of Municipal Equipment shall be determined prior to construction and will be coordinated with the Police Chief, Fire Chief, and Director of Public Works. Tenant agrees to install the Municipal Equipment at the same time as it installs its own equipment on the tower. Except in the event of an emergency, the successful proposer must inform the Town in writing at least thirty (30) days in advance of installing any new equipment. The successful proposer shall allow Town reasonable access to the telecommunications tower for inspection, maintenance, and repair of the Municipal Equipment.

SECTION D. PROPOSAL SUBMISSION REQUIREMENTS AND PROCESS

1. **Proposal Submission Checklist.**

A proposal submission checklist is provided at the end of this RFP as a convenience to proposers.

2. **Proposal Award Fee.**

Within ten (10) days of receipt of written notification of its winning proposal, the successful proposer shall submit a non-refundable proposal award fee in the amount of Two Thousand Five Hundred Dollars (\$2,500) in the form of a company check or a certified check, treasurer’s check or cashier’s check issued by a responsible bank or trust company and payable to the Town of Truro, to partially defray the costs incurred by the Town in the procurement process. The Proposal Award Fee shall not be in lieu of any cost, expense or fee due from the successful proposer under the Town’s Bylaws and shall not be credited to rent or any other amounts owed to the Town under the lease or returned to the proposer.

3. **Town of Truro’s Contact Person.**

The initial contact person for all information or questions regarding this RFP, and the person to whom all questions regarding this RFP are to be submitted, is Darrin K. Tangeman, Town Manager (508) 214-0201 or dtangeman@truro-ma.gov.

4. **Addenda.**

It is intended, but not guaranteed, that any addenda to this RFP shall be mailed or otherwise provided by the Town to all parties to whom proposals have been issued. All proposers shall provide the Town with a mailing address and e-mail address to which addenda can be sent. All proposers are cautioned to verify the number of addenda which have been issued and to secure any needed copies from the Town. Furthermore, all proposers are strongly encouraged, prior to submitting a proposal, to ask the Town Manager whether any addenda were

issued. Failure to receive and obtain such addenda shall in no way relieve any proposer from compliance with the provisions of all addenda.

5. **Site Visit.**

A site visit shall be held on Thursday, August 5, 2021 at 11:00 a.m. at the Property.

6. **Additional Site Visits.**

In addition to the site visit at the pre-proposal conference, prospective proposers may visit the site by making arrangements through the Town Manager at (508) 214-0201 or dtangeman@truro-ma.gov.

7. **Examination and Interpretation of Documents in Request for Proposals.**

(a) Each proposer shall carefully examine the RFP documents to obtain a thorough understanding of their terms.

(b) The failure of any proposer to thoroughly examine the RFP documents or to visit and examine the Property shall in no way relieve the proposer of any obligation with respect to its proposal or any responsibility assigned to it under this RFP or the Lease.

(c) Statements as to conditions, including plans, measurements, dimensions, calculations, estimates, location of structures, and other matters, are provided solely to assist proposers. **The Town makes no representation or guaranty as to the accuracy of such information.** Each proposer must satisfy itself, by its own examination and research, regarding all conditions affecting its interests, and make its proposal in reliance thereon.

(d) Interpretation of the provisions of the RFP will be made by the Town upon request, provided the Town determines that such request is of sufficient importance as to warrant a response and provided that such request is received in sufficient time to reasonably respond to the inquiry. **Questions and requests for interpretation shall be in writing and received by the Town's contact person (see Section 3 above) no later than 3:00 p.m. on August 11, 2021.** The name, address, telephone number and e-mail address of the person requesting the information must be provided by the proposer. Answers to questions shall be provided in writing to all proposers. Only answers provided by the Town in writing may be relied upon by the proposers.

(e) Proposers are required to communicate all errors and discrepancies found in the RFP to the Town in writing prior to the submission of a proposal. Proposers shall bear the risk of all errors and/or discrepancies in the RFP that are obvious and/or of which they knew or should have known.

(f) If at the time of the deadline for submission, the Town offices are closed due to uncontrolled events such as fire, weather, or building evacuation, the proposal submission

deadline will be postponed until 11:00 a.m. on the next normal business day that the Town offices are re-opened and, in such case, proposals will be accepted until such date and time.

(g) The Town reserves the right to seek additional information or revised proposals from proposers at any time prior to selection of a tenant through written notice to all proposers.

8. **Form and Submission of Proposals.**

(a) The amount offered for both Base Rent and Sub-lessee Rent must be specified in the Price Proposal Form enclosed herewith.

(b) All blank spaces provided on the proposal forms shall be filled in by type or ink and should be legible. Sums shall be expressed both in words and in figures. In case of any discrepancy between the two, the words shall govern.

(c) No interlineations, additions, alterations or erasures shall be made on the forms.

(d) All proposals shall be signed by a person authorized to submit the proposal and bind the proposer to the terms of the proposal; shall include the proposer's address, telephone number, and name and telephone numbers of the firm's contact person, technical consultant and project manager.

(e) All signatures must be in ink; typewritten names in lieu of signatures are not allowed.

(f) All proposers **must** complete and submit, as part of the proposal submission package, the following forms and information. Failure to submit this information may result in the disqualification of the proposal:

- i. Price Proposal Forms (Forms enclosed);
- ii. Statement of Non-Collusion and Tax Compliance Certificate (Form enclosed);
- iii. Certificate of Corporate Vote, if an entity (Form enclosed);
- iv. **Proposal information required pursuant to Section 8(g), below;**
- v. A copy of the proposer's most recent audited annual financial statement;
- vi. Evidence of the current Dun & Bradstreet (or equivalent) rating of the proposer;
- vii. A proposed schedule for permitting, construction timetable, and the date of commencement of operations; and

- viii. A list of three references, including contact name and telephone number. The Town may contact these references in determining whether the proposer is responsible.

The original proposal submission package (all required forms and information) and four (4) copies of the proposal package shall be provided to the Town in a sealed envelope marked on the outside as follows: “RFP – Proposal for Telecommunications Lease of South Truro Landfill.”

Proposer’s Company Name: _____

Authorized Representative’s Name: _____

Proposer’s Address: _____

Proposer’s Telephone No.: _____

(g) All proposals **must** include the following information/documents:

- i. If applicable, demonstration satisfactory to the Town that the proposer is licensed to provide personal wireless services in Truro, Massachusetts, such as a copy of a personal wireless service license in good standing.
- ii. Demonstration satisfactory to the Town that the proposer is technically and operationally capable of executing its duties as tenant and in performing in compliance with a wireless facility site lease; such demonstration shall consist of a list of the locations of all wireless communication facilities the proposer has installed on municipal or state property in Massachusetts over the past three years, and the name, address and telephone number of the owner of the site(s). If the proposer has not yet installed facilities in Massachusetts, it may provide information about comparable facilities installed in other states.
- iii. Demonstration satisfactory to the Town that the proposer is financially capable of executing its duties as tenant and in performing in compliance with a wireless facility site lease; such demonstration shall consist of one or more of the following: corporate financial statements, evidence of timely lease payments for comparable facilities, and/or evidence of timely and complete payment for similar site development work.
- iv. Plans, specifications, drawings, photographs, text descriptions and a complete list and description of all the equipment to be installed or placed on the Premises and the approximate location of the same. (Note: detailed specifications of proprietary equipment are not required).
- v. Brief description and plan of ground structures, such as equipment sheds, equipment pads, cabinets, and other improvements required to operate the

proposer's Facilities. Description shall include the minimum square footage of ground space required for the exclusive use of the proposer.

- vi. Description of the noise levels that will be produced by the Facilities, including measurement data and/or manufacturer's noise specifications.
- vii. Description of electrical utility power requirements and of the means to be employed to supply backup power to the proposer's Facilities.
- viii. Description of the type and approximate quantities of hazardous material to be used or stored on the Premises in connection with the Facilities. An explanation of the use and feasibility of alternatives to the materials described must be included. Submit a Material Safety Data Sheet (MSDS) for each hazardous material.
- ix. List of waivers or permits that the proposer feels will be necessary in accordance with the Town's Bylaws and all applicable federal, state, and local laws, rules, and regulations.
- x. Proposers must comply with the Town's Bylaws and all Town rules and regulations, and apply for the necessary special permits, variances or waivers within sixty (60) days of award of the Lease. If a proposer foresees problems with this process, such problems should be noted.
- xi. Such other information as is required in the proposal form and/or that the proposer believes to be relevant to its proposal or helpful to the Town's understanding of the proposal.

9. **Price Proposal and Revenue.**

The rent price offered by the proposer and the annual percentage increase thereto will be used as one of the Comparative Evaluation Criteria. The rent shall increase each year by a percentage amount set forth in the proposal. In addition to the rent directly payable to the Town, the proposer will be responsible for entering into sublease agreements with other personal wireless service providers at an annual rent of not less than Thirty-Five Thousand Dollars (\$35,000.00) per sub-lessee, to be paid to the Town in equal monthly installments, commencing on the date of an executed lease agreement between the Town and the proposer; said rent shall be increased each year by an amount equal to at least four percent (4%) over the rent in effect for the prior year. The proposer will also pay at least sixty-seven (67%) of the gross sublease revenue to the Town for the first five (5) years of the sublease, and thereafter shall pay at least seventy-five (75%) of the gross sublease revenue to the Town. The proposer shall be responsible for paying real estate and personal property taxes.

10. **Modification or Withdrawal of Proposals.**

Modification or withdrawal of a proposal will be permitted provided that clear and readily understandable written instructions for the same are received by the **Town no later than August 20, 2021 at 11:00 a.m.**

11. **Deadline for Proposals.**

Proposals are due at the following address, no later than **August 23, 2021 at 11:00 a.m.** at the Office of the Select Board, Truro Town Hall, 24 Town Hall Road, Truro, MA 02666, at which time all proposals will be publicly opened.

12. **Town Meeting Authorization.**

A certified copy of the Town Meeting authorization to enter into the leases is attached hereto as Exhibit B.

13. **Lease.**

The Town will award the Lease to one responsive and responsible proposer. The successful proposer will have **thirty (30) days** from the time they receive notice from the Town of Truro that its proposal has been accepted to execute the Lease. If the parties fail to execute the Lease within **thirty (30) days** of the notice of award, the parties may extend this period by mutual agreement, or the Town may select the next most advantageous offer.

The Lease shall contain terms **substantially similar** to the Lease attached hereto as Exhibit C incorporated herein (the "Lease"), including the terms set forth below, subject to final negotiation by the Town (the "Landlord") and approval by the Select Board and Town Counsel. The Lease shall take effect when the Lease has been signed by all the parties.

(a) **Condition of Premises.** The Premises are delivered to Tenant, and Tenant accepts the Property, including the Premises, in its present condition, "AS IS," it being agreed that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to maintain, do any work on, or make any improvements to or provide utilities to the Property, including the Premises.

(b) **Utilities.** Tenant shall be solely responsible for bringing onto the Premises, providing, and paying for all electrical and other utilities of sufficient capacity to serve Tenant's use of the Premises, which shall be installed in accordance with the reasonable requirements of Landlord and in a manner that avoids unnecessary interference with other activities on the Property and is reasonable in appearance, in Landlord's reasonable judgment.

(c) **Installation of Town's Equipment.** Landlord reserves the right to collocate on the Tower solely for use in connection with police, fire, rescue, emergency broadcasting systems and other municipal purposes (including cabinets, structures, cables and other facilities for the transmission and reception of communications signals, the "Municipal Antennas and Equipment"), and the right to install, maintain, repair, replace and upgrade the Municipal

Antennas and Equipment. Tenant agrees to install the Municipal Antennas and Equipment on the Tower and/or the Premises at Tenant's sole cost and that Landlord shall be entitled to utilize the Tower and/or the Premises without paying a fee. Landlord shall not assign or sub-license any of its rights hereunder and shall not use the Municipal Antennas and Equipment for non-public purposes; nor charge a fee for the use thereof. After installation, all associated maintenance and repairs to the Municipal Antennas and Equipment and cabling and any obligation to maintain or comply with any approvals, permits or licenses shall be the responsibility of Landlord. Tenant shall provide Landlord reasonable access to the Premises, including the Tower, to perform such maintenance and repairs, provided that Landlord does not unreasonably interfere with Tenant's use of the Premises or the operation of the Communication Facility. Landlord and Tenant agree that the Landlord's rights to Tower space hereunder shall terminate upon the termination of this Lease. Upon such termination, Tenant shall at its expense promptly remove the Municipal Antennas and Equipment and associated cables in a good and workmanlike manner.

(d) Term. The term of this Lease shall commence on the date this Lease is executed by the parties (the "Commencement Date") and terminate twenty (20) years from the Commencement Date (the "Term"). The term "Lease Year" means a period of twelve (12) months, commencing on the Commencement Date or the annual anniversary date thereof.

(e) Rent Commencement Date. Tenant's obligation to pay Rent shall commence on the earlier of: (i) the date on which Tenant obtains a building permit for the Communication Facility on the Premises, (ii) six (6) months from the Commencement Date, or (iii) if any required Governmental Approvals are appealed by a third party, nine (9) months from the Commencement Date (the "Rent Commencement Date"). All other terms of this Lease shall take effect on the Commencement Date. Landlord and Tenant agree to execute an amendment to the Lease to memorialize the Rent Commencement Date.

(f) Base Rent. Starting on the Rent Commencement Date, Tenant shall pay Landlord rent in the amount **(not less than Thirty-three Thousand two hundred dollars (\$33,200.00))** of: _____ Dollars (\$_____) a year, to be paid in equal installments of _____ Dollars (\$_____) per month, during the Term of this Lease (as adjusted annually below, the "Base Rent"). If the Rent Commencement Date shall be on any day other than the first day of a calendar month, the Base Rent and other charges for such month shall be pro rated on a per diem basis. The Base Rent shall automatically increase each Lease Year during the Term of this Lease, on each anniversary of the Rent Commencement Date, by a percentage of **(not less than four percent (4%))** of _____ percent (____%).

(g) Sublease Rent. In addition to the rent directly payable to the Town, Tenant will be responsible for entering into sublease agreements with other personal wireless service providers at an annual rent **(not less than Thirty-five Thousand dollars (\$35,000.00))** of _____ Dollars (\$_____,000.00) per sub-lessee, to be paid to the Town in equal monthly installments, commencing on the date of an executed lease agreement between the Town and the Tenant; said rent shall be increased each year by an amount equal **(not less than four percent (4%))** to _____ percent (____%) over the rent in effect for the prior year. The Tenant will also pay a percentage amount **(not less than sixty-seven percent (67%))** of _____ percent (____%) of the gross sublease revenue to the Town for the first five (5) years of the

sublease, and thereafter **shall pay seventy-five percent (75%)** of the gross sublease revenue to the Town. The Tenant shall be responsible for paying real estate and personal property taxes.

(h) Additional Rent. From the Commencement Date and throughout the Term of this Lease, Tenant agrees to reimburse Landlord, as “Additional Rent,” for real estate taxes, levies, betterments or assessments, fees or charges assessed or chargeable during the Term of this Lease that are assessed or chargeable during the Term of this Lease in relation to the Communication Facility or Tenant’s use thereof or the Premises. Landlord agrees to provide Tenant any documentation evidencing any increase in such charges. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. The Base Rent, the Sublease Rent, the Additional Rent, and all other sums to be paid to Landlord hereunder are referred to, collectively, as the “Rent.”

(i) Inspections, Tests. Landlord agrees that Tenant’s ability to use the Premises is contingent upon its suitability for Tenant’s intended use. Tenant shall have a period of sixty (60) days from the Commencement Date (the “Due Diligence Period”) to conduct any title research on the Property and to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys other reasonably necessary tests (the “Tests”) to determine the suitability of the Premises for the Communication Facility (the “Due Diligence”). Notwithstanding the foregoing, Tenant shall not conduct subsurface inspections or investigations unless Landlord has approved such tests, which approval may be denied in Landlord’s sole discretion. Tenant shall submit a written scope of work to Landlord detailing the work to be done and the portion of the Premises to be affected by such work and containing such other matters as Landlord shall reasonably request. During any Due Diligence activities or pre-construction work, Tenant shall have insurance which covers such activities as set forth in Section (q), Insurance, and provide Landlord with copies of such insurance prior to entering the Premises. Tenant will notify Landlord of any tests in writing at least forty-eight (48) hours prior to performing the same and will coordinate the scheduling of such activities with Landlord. If during its Due Diligence Tenant determines that the Premises are unsuitable for Tenant’s contemplated use, Tenant shall have the right to terminate this Lease prior to the expiration of the Due Diligence Period by delivery of written notice thereof to Landlord, without the payment of a Termination Fee. Tenant will defend, indemnify, and hold harmless Landlord against all costs (including reasonable attorneys’ fees), claims, damages and liabilities arising because of the negligence or willful misconduct of Tenant or its agents, employees, representatives, contractors or invitees, or from Tenant’s exercise of the rights granted herein. If Tenant fails to object to the title to or condition of the Premises by the expiration of the Due Diligence Period, Tenant shall thereafter have no right to terminate the Lease for the condition of the Premises or the title to the Property as the same exist as of the expiration of the Due Diligence Period.

(j) Governmental Approvals. (i) Landlord agrees that Tenant’s ability to use the Premises is contingent upon Tenant’s ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning relief, and construction permits (collectively referred to as “Governmental Approvals”). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant’s use under this Lease and agrees to reasonably assist Tenant with such applications at Tenant’s sole cost and expense, provided Tenant acknowledges that Landlord has no control over and cannot guarantee that

permits required from municipal boards or officers within its statutory or regulatory authority will be granted or that fees will be waived or reduced.

(ii) Tenant shall use good faith and diligent efforts to obtain, at its sole cost and expense, such Governmental Approvals within four (4) months from the Commencement Date (the “Permit Period”). The Permit Period shall be extended if any required land use Governmental Approval is appealed by a third party, provided that Tenant uses diligent efforts to resolve the same within nine (9) months from the Commencement Date (the “Extended Permit Period”). If, despite using good faith and diligent efforts, Tenant fails to: (a) obtain any required Governmental Approval within the Permit Period; or (b) resolve an appeal of a required land use Governmental Approval within the Extended Permit Period, Tenant may terminate this Lease without the payment of any Termination Fee, by giving Landlord written notice thereof prior to the expiration of the Permit Period or the Extended Permit Period, as the case may be.

(iii) Landlord shall have the right to terminate this Lease if Tenant fails to use good faith and diligent efforts to obtain any of the required Governmental Approvals or to resolve any appeal made thereof by a third party by the expiration of the Extended Permit Period. If Landlord elects to terminate this Lease under the provisions of this Section, Landlord shall give Tenant written notice thereof, and this Lease shall terminate sixty (60) days from the date of said notice, unless Tenant obtains the required Governmental Permits or resolves any appeal within said sixty (60)-day period (in which case Landlord’s notice of termination shall be null and void).

(k) Removal Bond. Before Tenant commences any work on the Premises (other than the Tests conducted during the Due Diligence Period), Tenant shall provide Landlord with a bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) in favor of Landlord from a bond company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord (the “Removal Bond”) to secure the removal of the Communication Facility at the expiration or earlier termination of this Lease. The Removal Bond shall be maintained during the Term of this Lease, and the amount of said bond shall be recalculated by Tenant at least every five (5) years and adjusted accordingly based upon the costs of removal of the Communications Facility. Tenant shall provide such calculations to Landlord for its review. The Removal Bond shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining Landlord’s prior written consent.

(l) Construction Bonds. Before Tenant commences any work on the Premises (other than the Tests conducted during the Due Diligence Period), Tenant shall require any contractor hired to construct the Communications Facility to furnish both a performance bond and a payment bond naming the Tenant and Landlord as co-obligees (collectively, the “Contractor Bonds”). The penal sum of the performance bond shall be the amount of the construction contract. The penal sum of the payment bond shall be one-half (½) the amount of the construction contract. The Contractor Bonds shall be written by a company authorized to issue such bonds in the Commonwealth of Massachusetts and reasonably satisfactory to Landlord. The Contractor Bonds shall not be cancelled, materially changed, or reduced without first giving written notice to Landlord and Tenant at least thirty (30) days in advance and obtaining both

Tenant's and Landlord's consent. If Tenant intends to construct the Communications Facility itself, it shall provide the Contractor Bonds to Landlord.

(m) Termination for Default. (i) Landlord and Tenant shall each have the right to terminate this Lease in the event that the other fails to cure a default within the cure period set forth in this Lease. If this Lease is terminated because of Tenant's default, Tenant shall pay Landlord a termination fee in an amount equal to twelve (12) months of Rent at the then-current Rent rate (the "Termination Fee").

(ii) In addition, this Lease may be terminated by Tenant as follows: (i) upon ninety (90) days written notice, if Tenant is unable to obtain, or maintain, any required Governmental Approval necessary for the construction or operation of the Communications Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the Governmental Approvals is commercially unreasonable, so long as Tenant pays Landlord the Termination Fee; said Termination Fee shall not be applicable in the event that a Governmental Approval necessary for the construction or operation of the Communication Facility is revoked without fault of Tenant by any agency, board, court or other governmental authority; (ii) upon ninety (90) days written notice for any reason other than (i) above, so long as Tenant pays Landlord the Termination Fee (except that no such Termination Fee shall be due if Tenant terminates this Lease because of casualty or condemnation, as set forth more particularly in the Lease).

(n) Hazardous Materials Indemnity. Tenant agrees to defend, indemnify, and hold harmless Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages, including attorneys' fees) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding arising out of or related to the failure of Tenant or any of the other Tenant Parties (defined in Section (o) below) to comply with any of the Environmental Laws, 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 conditions or matters as may now or hereafter be in effect. The indemnification of this Section specifically includes all costs, expenses and fees incurred in connection with any investigation of the condition of the Premises or the Property, as applicable, or any clean-up, remedial, removal or restoration work required by any governmental authority. Tenant shall not be obligated to indemnify Landlord for environmental conditions existing on the Premises prior to the Commencement Date unless caused or exacerbated by any of the Tenant Parties or for any Hazardous Materials present on the Premises because of the negligence of Landlord.

(o) Tenant Indemnity. In addition to Tenant's obligations under Section (n), Tenant shall indemnify, hold harmless, release and defend Landlord, and its officers, agents, and employees against and from all claims, expenses, or liabilities (a) arising directly or indirectly from the failure of Tenant to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations, or lawful direction now or hereafter in force of any public authority; and (b) to the extent caused by the act, omission, or negligence on the part of Tenant, any of its subtenants, or Tenant's or subtenant's agents, employees, contractors, invitees or anyone else claiming by, through or under Tenant and/or subtenant (collectively with Tenant,

the “Tenant Parties”). However, in no event shall Tenant be obligated to indemnify Landlord to the extent such claim, expense, or liability results directly from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Any obligations of Tenant under this Lease shall be binding on all the other Tenant Parties, and Tenant shall be responsible for such other Tenant Parties.

(p) Release. To the maximum extent permissible by law, Tenant agrees to use and occupy the Premises at Tenant’s own risk, and Landlord shall have no responsibility or liability for any loss or damage to the personal property of Tenant or any of the Tenant Parties unless caused by the gross negligence or willful misconduct of Landlord or its officers, agents, or employees.

(q) Required Insurance. Tenant and any subtenant shall carry during the Term, at its own cost and expense, the following insurance: (i) Commercial general liability with a minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate limit. The policy shall include blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability and independent contractor’s liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; (ii) All-risk property damage insurance for replacement of the Communication Facility and Tenant’s property. Said insurance shall include coverage for all natural disasters, including earthquakes, hurricanes, tornadoes, and floods; (iii) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks, and/or rented automobiles and trucks, in the amount of One Million Dollars (\$1,000,000) for bodily injury and consequent death per occurrence, and Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence, or One Million Dollars (\$1,000,000) combined single limit; (iv) Workers Compensation in the minimum amount of the statutory limit; and (v) Umbrella liability in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate over all other insurance required by this Lease.

(r) General Insurance Requirements. The following conditions shall apply to the insurance policies required herein: (i) All insurance shall commence no later than the Commencement Date. Tenant shall provide Landlord with copies of the insurance policies, meeting the requirements set forth herein, and naming Landlord as an additional insured; (ii) All insurance of Tenant shall be primary with respect to any insurance maintained by Landlord with respect to claims resulting from the Tenant’s gross negligence and shall not call on Landlord’s insurance for contributions; (iii) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company); (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein; (v) All insurance policies and certificates shall include a provision requiring thirty (30) day’s written notice to Landlord of cancellation or reduction (10 days in the event of cancellation for non-payment of premium). On each anniversary of the Commencement Date, and at Landlord’s reasonable request, Tenant shall provide Landlord with a certificate evidencing the coverages required hereunder; (vi) Tenant’s failure to obtain, procure or maintain the required insurance shall constitute a material breach of

this Lease under which Landlord may in its sole discretion take immediate and unilateral action to suspend the rights of Tenant to operate pursuant to this Lease until said breach is corrected and/or to exercise such other rights and remedies available to Landlord; (vii) Tenant's obligation to hold harmless and indemnify Landlord shall not be limited by the requirement for, or existence of, insurance coverage; and (ix) Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

(s) Assignment. Tenant may assign or transfer this Lease to any entity which is licensed by the FCC to operate a wireless communications business and the Communication Facility and (i) is a parent, subsidiary or affiliate of Tenant; (ii) controls or is controlled by or under common control with Tenant; (iii) is merged or consolidated with Tenant; or (iv) acquires more than fifty percent (50%) of an ownership interest in Tenant or the assets of Tenant in the area in which the Property is located, provided that notification is submitted to Landlord within sixty (60) days of said assignment or transfer and the assignee, at the Town's request, enters into an Assignment and Assumption Agreement agreeing to assume Tenant's obligations under this Lease. Tenant shall not otherwise assign this Lease without Landlord's written consent, which may be withheld in Landlord's sole discretion.

(t) Sublease. Tenant may, without Landlord's consent, sublet or license a portion or portions of the Premises for collocation by FCC-licensed wireless communication carriers and similar entities at market-based rents and fees, provided that Tenant pays Landlord the Sublease Rent as provided above and that such subtenant or licensee shall be bound to comply with the terms of this Lease. Tenant shall provide Landlord with a copy of all subleases and licenses and any amendments thereto for space at the Premises within ten (10) days of entering into any sublease, license or amendment. Any subtenant of Tenant shall not have the right to further sublease or license their space to another entity or person. Tenant's failure to pay Landlord the Sublease Rent or to provide a copy of any such sublease, license or amendment thereto shall constitute a material default under this Lease. In the event that Tenant does not have a master agreement with the subtenant that sets forth the required rents for a sublease between the parties, the subtenants rent amount and rent escalator shall be the same as the rent amount and rent escalator then owed by Tenant to Landlord pursuant to the terms of this Lease.

14. **Proposals Binding and in Full Force and Effect.**

All proposals shall remain open and available for acceptance by the Town for a period of one hundred twenty (120) calendar days from the deadline for submission, or until this RFP is cancelled, whichever occurs first.

SECTION E. EVALUATION OF PROPOSALS

Proposals will be evaluated based upon Minimum and Comparative Criteria. The Town will offer to lease the property to the proposer who submits the most advantageous proposal based on consideration of specified Minimum and Comparative Criteria.

Minimum Criteria: Each proposal must meet all the following criteria to be considered for further evaluation:

Proposer must submit all required forms properly filled out and executed;
Proposer must submit all required explanations and documentation; and
Proposer must meet all the minimum terms of the Lease, as set forth herein.

Comparative Criteria: those proposals meeting the Minimum Criteria shall be evaluated based on the following comparative criteria:

1. **Total Annual Fee Income During the Lease Term.**
2. **Financial Strength and Credit Worthiness.**

A Highly Advantageous rating will be given to a proposer who has more than sufficient assets to enter into the Lease and make payments for the total annual lease value set forth in the proposal. In particular, this highest rating will be reserved for proposers whose Dun and Bradstreet (or equivalent) classification for financial strength is “3A” or better, with a composite credit appraisal of 1.

An Advantageous rating will be given to a proposer who has sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of “1A” or above, with a composite credit rating of at least 2. Ratings of parent or sister companies who have only limited liability for the proposer shall not be considered.

An Unacceptable rating will be given to a proposer who does not have sufficient assets to enter into the Lease, as shown by its Dun and Bradstreet (or equivalent) classification for financial strength of lower than 1A.

3. **Technical Expertise and Capabilities Documentation of Need.**

A Highly Advantageous rating will be given to a proposer who has significant technical expertise and capabilities for the operation and maintenance of wireless communications towers, antennas, and other facilities. In particular, this highest rating will be reserved for proposers whose experience, professional licenses and accreditations, and professional references demonstrate that the proposer is capable of developing a specialized approach to the operation and maintenance of the wireless communication tower, antennas and communications equipment in a manner that is suitable for the Lease. To obtain this rating, the proposer must also provide detailed documentation of the need for such Facilities to be located at this site.

An Advantageous rating will be given to a proposer who has some technical expertise and capabilities for the operation and maintenance described above, and who provides adequate documentation of need in the Town of Truro for these Facilities.

An Unacceptable rating will be given to a proposer who has no specific technical expertise or capabilities for operation and maintenance described above and who does not adequately describe the need for such Facilities to be located in the Town of Truro.

4. Experience with Similar Projects.

A Highly Advantageous rating will be given to a proposer who has significant experience in the development and operation of Facilities that are similar in nature, size, and scope, including installation of antennas. In particular, this highest rating will be reserved for proposers who have significant experience in dealing with municipalities and leasing of public land, who have developed sites in Massachusetts, and who have experience using design methods and techniques to minimize visual impacts of the proposed equipment.

An Advantageous rating will be given to a proposer who has experience in the development and operation of similar projects.

An Unacceptable rating will be given to a proposer who does not have experience in the development and operation of telecommunications projects.

5. Most Aesthetically Appropriate Use of the Property.

A Highly Advantageous rating will be given to a proposer whose proposed plans for the Premises involve the most aesthetically appropriate use of the site by minimizing the visual and environmental impacts of the proposed Facilities, consistent with the requirements of the Town of Truro's Bylaws. Design measures taken to minimize the visual impact of the equipment will contribute to a Highly Advantageous rating. The successful proposer shall be responsible for determining compliance with applicable Zoning Bylaws.

An Advantageous rating will be given to a proposer whose proposed plans for the Premises comply with the requirements of the Town's Zoning Bylaw relative to such installations, and who uses standard installation techniques, with only modest efforts in the area of mitigating visual impacts and protecting the environment.

An Unacceptable rating will be given to a proposer whose proposed plans for the Premises are not for wireless communication purposes or otherwise do not comply with the Town's Zoning Bylaw and the provisions of this RFP.

PROPOSAL SUBMISSION CHECKLIST

- Price Proposal Forms (Forms enclosed);
- Statement of Non-Collusion and Tax Compliance Certificate (Form enclosed);
- Disclosure Statement (Form enclosed);
- Certificate of Authority, if an entity (Form enclosed);
- Proposal information required pursuant to Section D.8(g), above;
- A copy of the proposer's most recent audited annual financial statement;
- Evidence of the current Dun & Bradstreet (or equivalent) rating of the proposer itself;

- A proposed schedule for permitting, construction timetable, and the date of commencement of operations; and
- A list of three references, including contact name and telephone number. The Town may contact these references in determining whether the proposer is responsible.

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate
South Truro Landfill

LEASE PRICE SUMMARY FORM: ANNUAL BASE RENT

The Undersigned hereby declares that the Proposer has carefully examined the “Request for Proposals from Personal Wireless Service Providers and Telecommunications Companies for Lease of Land to Install and Operate a Wireless Service Tower Communications Facilities” issued by the Town of Truro.

The Undersigned hereby makes a **proposal** (to which said Proposer agrees to be legally bound in accordance with the terms and conditions of the RFP) of the following **annual base rent** (subject to the annual rent increase of at least _____ percent (____%) per year):

	Dollar amount: Words	Dollar Amount: Numerals
Proposer’s Annual Rent (first year)		

Annual Increase: _____ percent (____%)

Name of Proposer: (Company Name): _____

Signature of Person Signing Proposal: _____

Title of Person Signing Proposal: _____

Business Address of Proposer: _____

Telephone No. of Proposer: _____

(Note: This form must be included in the proposal submission)

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate
South Truro Landfill

LEASE PRICE SUMMARY FORM: ANNUAL SUB-LESSEE RENT

The Undersigned hereby declares that the Proposer has carefully examined the “Request for Proposals from Personal Wireless Service Providers and Telecommunications Companies for Lease of Land to Install and Operate a Wireless Service Tower Communications Facilities” issued by the Town of Truro.

The Undersigned hereby makes a **proposal** (to which said Proposer agrees to be legally bound in accordance with the terms and conditions of the RFP) of the following **annual sub-lessee rent** (subject to the annual rent increase of at least _____ percent (____%) per year):

	Dollar amount: Words	Dollar Amount: Numerals
Proposer’s Annual Rent (first year)		

Annual Increase: _____ percent (____%)

Name of Proposer: (Company Name): _____

Signature of Person Signing Proposal: _____

Title of Person Signing Proposal: _____

Business Address of Proposer: _____

Telephone No. of Proposer: _____

(Note: This form must be included in the proposal submission)

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate

TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Certificate of Non-Collusion

The undersigned certifies 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)

Federal Identification No.

Date

(Note: This form must be included in the proposal submission)

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY
CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) Real Property:
- (2) Type of Transaction, Agreement, or Document: Lease of property by Town of Truro
- (3) Public Agency Participating in Transaction: Town of Truro
- (4) Disclosing Party's Name and Type of Entity (if not an individual):

- (5) Role of Disclosing Party (Check appropriate role):

_____ Lessor/Landlord X Lessee/Tenant

_____ Seller/Grantor _____ Buyer/Grantee

_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(6) Cont.

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm’s length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

(Note: This form must be included in the proposal submission)

Town of Truro, Massachusetts
Request for Proposals
Lease of Municipal Real Estate

CERTIFICATE OF AUTHORITY

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
_____	_____	_____

Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS ZIP CODE TEL. # _____

(3) **If a Corporation**

Full Legal Name:

State of Incorporation:

Principal Place of Business: ZIP _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: ZIP CODE TEL. # _____

(4) **If a Trust**

Full Legal Name of Trust:

Recording Information on Declaration of Trust:

Authorized Signature of Proponent: _____

Title: _____

Date: _____

(Note: This form must be included in the proposal submission)

Exhibit A-2
Landfill Plan

Exhibit B

Certified Copy of Town Meeting Vote

Exhibit C

Lease