

TOWN OF DUNSTABLE WATER TOWER

REQUEST FOR PROPOSALS

Lease of the Town's Municipal Water System Water Tower For Wireless Communications Facilities

Pursuant to M.G.L. c. 30B, § 16, the Town of Dunstable is soliciting sealed proposals to lease an area of a Town-owned water supply tank for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities.

The water tank is located on Town-owned property at 108 Pleasant Street, Dunstable, Massachusetts, shown as Parcel 53-2 on the Town of Dunstable's Assessor's Map 17, consisting of approximately 5.6 acres of land.

Sealed proposals will be received at the Office of the Town Administrator, Town of Dunstable, Town Hall, 511 Main Street, Dunstable, Massachusetts 01827 until August 6, 2024 at 4 PM, at which time and place they will be publicly opened and read aloud.

All proposals will remain in effect for a period of one hundred and twenty (120) calendar days from the deadline for submission, or until a lease agreement is signed by a selected proposer and the Town, or this Request for Proposals is cancelled, whichever occurs first.

Each original proposal must be delivered together with four (4) additional copies in a sealed package, plainly marked "RFP - Proposal for Lease - Wireless Communications Facilities," and addressed to: **Town Administrator, Town Hall, 511 Main Street, Dunstable, MA 01827.**

The Town of Dunstable reserves the right to reject any or all proposals, waive any informalities in the proposals, and to accept the proposal deemed to be in the best interest of the Town. A lease agreement will be awarded, if at all, to the responsive and responsible proposer whose proposal is deemed by the Town to be the most advantageous, taking into consideration price and the evaluation criteria included in Section 6 and 7 of this RFP. This Request for Proposal and supporting documentation do not constitute an offer or agreement to lease the property. Such an offer and agreement may result only from a duly adopted vote of the Dunstable Town Meeting and the execution of a lease agreement pursuant to said vote by the Dunstable Board of Water Commissioners, and shall be subject to the Town's Commercial Telecommunication Towers By-Law.

Section 1 - General Provisions:

1. Pursuant to M.G.L. c. 30B, § 16, the Town of Dunstable (the "Town"), acting through Board of Water Commissioners, is soliciting sealed proposals to lease an area of a Town-owned water supply tank (the "Water Tank", described below) for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities.
2. Any lease of the Water Tank property pursuant to this Request for Proposals ("RFP") shall be subject to (i) the approval of the Dunstable Town Meeting, and (ii) the execution of a lease by the Dunstable Board of Water Commissioners. The Town anticipates submitting the lease of the Water Tank property for approval at a Special Town Meeting in 2024.
3. The Town reserves the right to cancel this Request for Proposals ("RFP"), reject any or all proposals, waive any informalities in the proposals, and to accept the proposal deemed to be in the best interest of the Town.
4. Proposers must meet the minimum requirements contained in this RFP, must complete the enclosed Proposal Form and Rent Proposal Form, and must include all requested documents. The Town has attempted in this RFP to be as accurate as possible, but is not responsible for any unintentional errors herein.
5. Preference will be given to the proposer utilizing maximum creativity to integrate the new proposed facility to be as aesthetically appealing as possible.
6. The Town of Dunstable has a Zoning Bylaw governing the installation of wireless communications facilities in the Town, entitled "Commercial Telecommunication Towers." The Zoning Bylaw, which is incorporated herein by reference and is available upon a proposer's request from the Town Clerk or via the Town's website (www.dunstable-Ma.gov under By-Laws, Zoning By-Laws, Section 21), has various requirements and must be reviewed in detail by each proposer before submitting a proposal under this RFP. The award and execution of any lease under this RFP is subject to the Commercial Telecommunications Tower Bylaw, and the approval of the Town's Planning Board.
7. The successful proposer will be required to allow collocation by other wireless telecommunications users for the new telecommunications facility, in accordance with the Communication Structures Bylaw.
8. Proposers must accommodate the Town's public safety communications by providing public safety personnel with back-up communications via cellular devices, and the proposals must indicate how that accommodation will be accomplished.
9. The Town reserves the right to review and approve the proposer's proposed installation location on the Water Tank and the ground location for supporting equipment. Privacy and security fencing of ground equipment may be required (if not included in a proposal). The selected proposer shall submit the proposed installation plans to the Town for review and approval, prior to the proposer applying for approval and permits for the installation.

Section 2 - Permitting Term:

1. Upon selection of a favorable proposal by the Town, the selected proposer shall have a period of up to ninety (90) calendar days (which may be extended at the reasonable discretion of the Town) to complete the required structural analysis, system design, engineering, testing, prepare plans and obtain all necessary permits and approvals, including local zoning approvals and a building permit, to install and maintain the wireless facility, as proposed (the "Permitting Term").
2. During the Permitting Term the selected proposer must provide to the Town for use in submitting an application for approval with the Massachusetts Department of Environmental Protection (DEP) for approval of the proposed installation of the wireless facility, the following documents, plans or reports:
 - (i) Written certification by a Massachusetts Registered Professional Structural Engineer stating that the proposed means of attachment of the wireless facility will not result in or cause any structural damage or interior or exterior corrosion to the Water Tank, result in any openings in the Water Tank or affect or interfere with the provision of safe drinking water; and
 - (ii) A written commitment from selected proposer to the Town stating that the selected proposer will pay for a post-installation inspection of the Water Tank and a written inspection report by a qualified inspector selected by the Town.
3. Upon completion of the Permitting Term, if the selected proposer has (i) been successful in obtaining all necessary permits and approvals for the wireless communication facility, and (ii) provided the Town has obtained approval for the proposed wireless facility, then the proposer shall enter a lease agreement with the Town, substantially in the form provided in Exhibit B. If the proposer is not successful in obtaining all necessary permits and approvals for the wireless communication facility, or if the Town does not obtain approval of the same from MA DEP, then the parties will not enter a lease and all obligations between the parties shall terminate.

Section 3 - Description of the Water Tank:

1. The Water Tank property is shown as Parcel 53-2 on the Town of Dunstable Assessor's Map 17, located at 108 Pleasant Street, Dunstable, Massachusetts. A sketch plan showing the general boundaries of the subject property is attached as Exhibit A.
2. The plans for the construction of the Water Tank including the site layout and details are included labeled as Exhibit C. Please see Exhibit D for specifications of the tank with highlighted sections that make accommodations for wireless towers.

3. The Water Tank is located on Town owned land. Site analysis, planning, and construction activity shall be undertaken in a manner so as to not disturb any adjacent buildings and activities.

Section 4 - Terms and Conditions of the Lease:

1. The lease shall permit the use of the Water Tank for the installation, construction, operation, maintenance, repair, upgrades or replacement, at the selected proposer's sole expense, of a wireless communications facility, including without limitation, the operation of an antenna mounting structure(s), equipment shelter(s), utility lines, supporting structures and other associated improvements and equipment for the transmission and reception of radio communication signals (collectively, the "Equipment") as licensed by the Federal Communications Commission (the "FCC") and for no other purpose.
2. If the Town awards a lease to a selected proposer (if any), and the lease agreement shall be substantially in the form attached as Exhibit B.
3. The selected proposer shall be solely responsible for obtaining any land use permits and other permits or approvals that may be necessary to install and maintain the Equipment. The Town makes no assurances with respect to the issuance of any such permits by local governmental boards and departments. The Town shall provide all required authorizations to enable the selected proposer to apply for the necessary approvals and permits.
4. The selected proposer shall be solely responsible for all costs associated with the design, installation and maintenance of the Equipment, and shall pay all taxes applicable to or arising from the Equipment.
5. Installation and maintenance of the Equipment is subject to prior approval by MA DEP and the wireless facility shall not interfere with the Town's use of the Water Tank or any adjacent or nearby Town-owned property for public water supply purposes.
6. Any assignments of the lease shall require the written consent of the Town.
7. The selected proposer shall comply with all applicable federal, state and local laws, codes and regulations, including regulations of the Massachusetts Department of Environmental Protection, applicable to the Equipment and the Water Tank.

Section 5 - Instructions to Proposers:

1. A proposer's failure to complete the enclosed forms, satisfy minimum requirements, or provide required documentation will render its proposal non-responsive and will result in rejection of the proposal, unless the Town determines that such failure constitutes a minor informality, as defined in M.G.L. c. 30B.
2. All requests for clarification and any questions about information contained in this RFP must be submitted in writing and addressed to:

Town Administrator
511 Main Street Dunstable,
MA 01827
jsilva@Dunstable-ma.gov

The proposer must include with any request or question the name, address, telephone number, and email address of the person to whom a response, if any, should be sent. If the Town determines that an answer or response to a request or question is appropriate, the Town will provide such answer or response in writing to all proposers in the form of an addendum to this RFP. Proposers are not entitled to rely upon any answers or responses unless the same have been so issued by the Town.

1. One original and four (4) copies of the proposal must be received by the Town Administrator prior to August 6, 2024 (the "Submission Deadline"). Proposals must be delivered in a sealed package, plainly marked "RFP - Proposal for Lease - Wireless Communications Facilities."
2. Proposers may correct, modify or withdraw proposals in writing only, and such writing must be received by the Town not less than 48 hours prior to the Submission Deadline. Any corrections or modifications must be in a sealed envelope when submitted.
3. Each proposal shall remain in effect and be available for acceptance by the Town for a period of (120) calendar days from the Submission Deadline, until a lease has been signed by the selected proposer and the Town, or this RFP is cancelled, whichever occurs first.
4. In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.
5. Nothing in this RFP shall be construed as superseding the Town's Communication Structures Bylaw, which shall at all times control.

Section 6 - Evaluation of Proposals:

1. The Town Administrator or their designee(s) shall evaluate and rank each proposal received in response to this RFP. The Town Administrator shall submit the evaluations, rankings, and recommendation to the Town's Board of Water Commissioners and Select Board for consideration.

2. **Rule for Award:** The Town, acting through its Board of Water Commissioners will award a lease, if at all, to a responsive and responsible proposer whose proposal is deemed by the Town to be the most advantageous, taking into consideration price and the evaluation criteria included in Section 7 of this RFP.
3. A "responsive" proposal is one that (i) includes all documents and information required by, and satisfies all Minimum Requirements contained in this RFP and (ii) accommodates the Town's public safety communications by providing public safety personnel with back-up communications via cellular devices.
4. A "responsible" proposer is one who demonstrates through its proposal that it possesses the experience and resources to fulfill the requirements of this RFP (see Section 7).
5. The "most advantageous" proposal is one that has been determined by the Town to best satisfy the Comparative Evaluation Criteria, as stated in Section 7 of this RFP, and that offers the highest price.
6. In the event of a discrepancy on the Rent Proposal Form between the written and numerical amounts, the written amount shall prevail.
7. As described in the Permitting Term section of this RFP, the selected proposer shall have ninety (90) days from the date of notice of selection by the Town to complete all studies, design services, testing, preparation of plans and obtain all necessary permits and approvals to install and maintain the proposed wireless communication facility. The Permitting Term may be extended at the reasonable discretion of the Town. Upon completion of the Permitting Term, the selected proposer shall enter a Lease with the Town, substantially in the form included in this RFP, no later than ten (10) days from the termination of the Permitting Term, unless such date is extended by the Town in its sole and absolute discretion. If the selected proposer fails so to execute a Lease, the Town may select the next most advantageous proposal.

Section 7 - Evaluation Criteria:

1. **Minimum Requirements:**

Minimum Proposer Requirements:

Any party submitting a proposal must meet one of the following criteria:

- a. Demonstrate that it is licensed by the Federal Communications Commission to provide personal wireless services (an "FCC licensed carrier");
- b. Demonstrate that the proposal is made jointly with an FCC licensed carrier;
- c. Demonstrate that it will execute a sub-lease or it has an executed agreement to the lease space subject to this RFP to an FCC licensed carrier; or

- d. Demonstrate that the proposal is made by a builder of personal wireless services facilities that includes with its proposal a written agreement that it will not apply for a building permit for the Equipment unless and until it has a written agreement with an FCC licensed carrier to locate the carrier's equipment.
- e. Demonstrate that it has the experience and capacity to pursue the approvals and satisfy the conditions required during the Permitting Term.

Proposals that do not meet one (1) of these minimum proposer requirements will be rejected as nonresponsive.

Minimum Rent Requirements:

All proposals must meet or exceed the following minimum rent requirements:

- a. A proposer may include a rent escalation clause with its Proposed Rent schedule.

Proposals that do not meet these minimum rent requirements will be rejected as nonresponsive.

2. Comparative Evaluation Criteria:

The Town Administrator will review and evaluate all proposals according to the criteria set forth below:

a. 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 agreement 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 at least "1A," 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.

b. Most Aesthetically Appropriate Use of the Property

A *Highly Advantageous* rating will be given to a proposer whose proposed plans for the Water Tank property involve the most aesthetically appropriate use of the site by minimizing the visual and environmental impacts of the proposed facilities, consistent with the requirements of the Town's Commercial Telecommunications bylaw. Design measures taken to minimize the visual impact of the equipment will contribute to a Highly Advantageous rating. The Town has determined that the development of this site for wireless communications purposes is an appropriate use of the Water Tank Property. Preference will be given to the proposer utilizing maximum creativity to integrate the new facility into the Site in as aesthetically appealing a manner as possible, as determined by the Town.

An *Advantageous* rating will be given to a proposer whose proposed plans for the Property comply with the requirements of the Town's Commercial Telecommunication Tower bylaw and who will use standard installation techniques, with only modest efforts in the area of mitigating visual impacts and protecting the environment, as determined by the Town.

An *Unacceptable* rating will be given to a proposer whose proposed plans for the Property are not for wireless communication tower purposes or otherwise do not comply with the Town's Commercial Telecommunication Tower bylaw and the provisions of this RFP, or make no effort to mitigate visual impacts and/or protect the environment, as determined by the Town.

c. *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 construction, operation and maintenance of wireless communications antennas, and other equipment. 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 antennas and communications equipment in a manner that is suitable for this Lease. To obtain this rating, a proposer must have at least 10 years experience in constructing, operating and maintaining wireless communications antennas, and other equipment. The material submitted pursuant to section VIII of this RFP will be used to evaluate this criterion, and compelling argument must be made by each proposer of the need for the proposed installation at this site.

An *Advantageous* rating will be given to a proposer who has between 5 and ten years experience in constructing, operating and maintaining wireless communications towers, antennas, and other equipment.

An *Unacceptable rating* will be given to a proposer who has less than five years experience in constructing, operating and maintaining wireless communications towers, antennas, and other equipment.

d. 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. In particular, this highest rating will be reserved for proposers who have ten or more years experience in dealing with municipalities or other public bodies and leasing of public land, and 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 less than ten years experience in the development and operation of similar projects.

An *Unacceptable rating* will be given to a proposer who has less than five years experience in the development and operation of similar projects.

Section 8 - Document Submission Requirements:

The following documents must accompany the proposal. Failure to provide any of the requested documents may result in the determination that the proposer is non-responsive.

The purpose of the information requested in this section is to assist the Town in evaluating and comparing proposals. Responses should be complete and full so as to allow evaluation of the Comparative Evaluation Criteria.

1. Proposal Form.
2. Price Summary Form.
3. Disclosure of Beneficial Interest Form.
4. A copy of proposer's most recent audited annual financial statements.
5. Evidence of the current Dun & Bradstreet (or equivalent) rating of the proposer itself.
6. A description of proposer's technical expertise and capabilities pertinent to this project, including a list of proposer's professional licenses, accreditations, and references pertinent to the proposer's performance and experience.

7. A summary of all of the proposer's direct experience with similar public projects, including a description of proposer's business and its development and operation of like projects, during the ten years prior to the date on which proposals are due under this RFP, including contact names and telephone numbers for each such project. The Town may contact these other public entities in determining whether the proposer is responsible.
8. A list of all other Massachusetts facilities located on municipal property, including contact name and telephone number. The Town may contact these other municipalities in determining whether the proposer is responsible.
9. Schematic plans for the proposed Equipment.

PROPOSAL FORM

1. Name of Person or Entity Submitting Proposal:

Address:

2. Please check off one of the following:

If a corporation, State of Incorporation:

If a partnership, names of partners:

Individual

Other: _____

3. Social Security or Federal Identification Number:

4. Signature:

Name:

Title: _____

Date: _____

RENT PROPOSAL FORM

Available Site:

Parcel _____ on Dunstable Assessor's Map ____, located at _____, Dunstable, Massachusetts.

Proposer's Information:

Name of Proposer: _____

Proposed Amounts should include escalation percentage (if any):

\$ _____ rent payment for Year I (base year) of the Lease, to be payable in monthly installments and subject to an annual escalation increase of ____ % beginning in the second year of the Lease, for a payment schedule as follows:

INITIAL TERM		OPTIONAL TERM I	
LEASE YEAR 1	\$	LEASE YEAR 11	\$
LEASE YEAR 2	\$	LEASE YEAR 12	\$
LEASE YEAR 3	\$	LEASE YEAR 13	\$
LEASE YEAR 4	\$	LEASE YEAR 14	\$
LEASE YEAR 5	\$	LEASE YEAR 15	\$
LEASE YEAR 6	\$	LEASE YEAR 16	\$
LEASE YEAR 7	\$	LEASE YEAR 17	\$
LEASE YEAR 8	\$	LEASE YEAR 18	\$
LEASE YEAR 9	\$	LEASE YEAR 19	\$
LEASE YEAR 10	\$	LEASE YEAR 20	\$

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.

Signature of person signing bid or proposal:

Name:

Title: _____

Date: _____

[THIS FORM TO BE COMPLETED BY SUCCESSFUL PROPONENT
UPON AWARD OF LEASE

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that the entity listed below has to the best of my knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security or Federal I.D. Number

Signature: Individual or Corporate Officer

Date

Printed Name

Corporate Name of Proposer

Address

PO Box

City, State, Zip Code

*Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or executed. This request is made under the authority of M.G.L. c. 62C, § 49A.

[THIS FORM TO BE COMPLETED BY SUCCESSFUL PROPONENT
UPON AWARD OF LEASE

**DISCLOSURE OF BENEFICIAL INTERESTS
IN REAL PROPERTY TRANSACTION**

**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:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):
- Lessor/Landlord 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

- (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,

[THIS FORM TO BE COMPLETED BY SUCCESSFUL PROPONENT
UPON AWARD OF LEASE

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 arms 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

EXHIBIT A - Assessor's Map

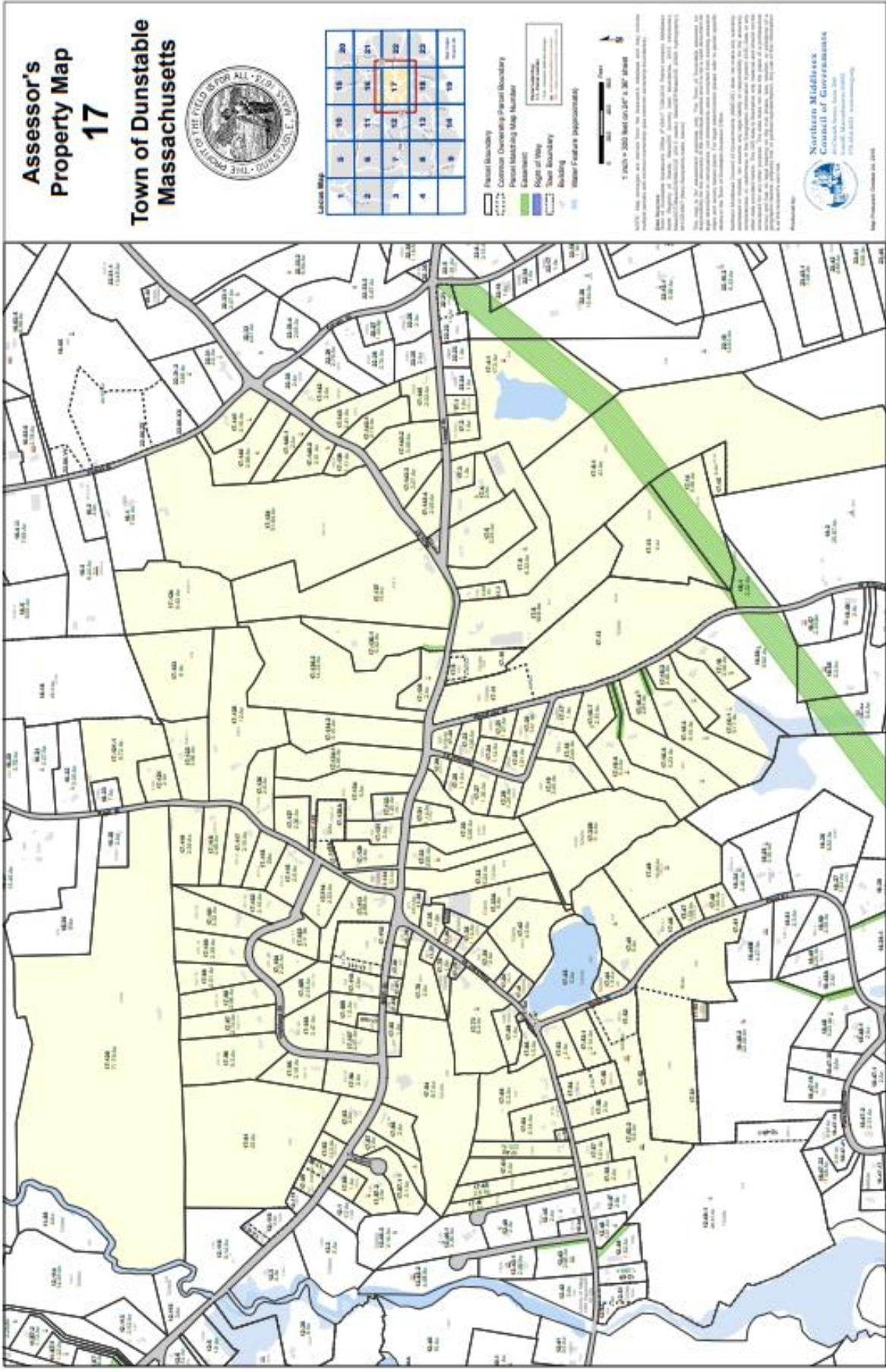


Exhibit B

Tenant Site Name:
Tenant Site Number:
Atty/Date:

DRAFT LEASE AGREEMENT, re:

**Space on Town Water Tower off Pleasant Street for
Personal Wireless Communications**

Facility:

LEASE AGREEMENT (“Lease”) made this ____ day of _____, ____, by and between the Town of Dunstable, a municipal corporation with administrative offices located in the Town Hall, 511 Main Street, Dunstable, Massachusetts (hereinafter: “Landlord” or “Municipality”) Landlord, and _____, and a duly-licensed personal wireless service provider (hereinafter: “Tenant” or Provider”), Tenant:

1. PREMISES: The lease premises consists of space on the top of the Town of Dunstable’s Water Tank (“Water Tower”) located off Pleasant Street, Dunstable, Massachusetts (hereinafter referred to as the “Property”) for the attachment of its antennas and associated equipment (“Antenna Space”) and space at the base of said Water Tower for the construction, operation and maintenance of its equipment cabinets, generator and associated equipment (“Land Space”); together with the non- exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, with prior notice to the Landlord’s police department by telephone (at _____), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under and along a right of way extending from the nearest public right of way, Pleasant Street across other property owned by the Town of Dunstable, which is further described in Exhibit “A”, to the Land Space (“Right of Way”). The Antenna Space, Land Space and Right of Way are substantially in accordance with the plan and specifications attached hereto as Exhibit “B” and are collectively referred to herein as the “Premises”).

Tenant Site Name:
Tenant Site #:

2. TERM: The initial lease term is ten (10) years (one hundred twenty (120) months) commencing on the first day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits (“Commencement Date”). The initial Lease term may be further extended for a ten (10) period PROVIDED THAT Dunstable Town Meeting approves an additional lease period and PROVIDED FURTHER that the Dunstable Board of Selectmen so votes and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. The initial term and all extensions shall be collectively referred to as the “Term”. Landlord shall provide written notice to Tenant at least four (4) months prior to the end of the then current term of its intent not to renew. Notwithstanding, Tenant shall be entitled to terminate this Lease with written notice to Landlord at least four (4) months prior to the end of the then current term and Tenant may also be entitled to terminate this Lease any time prior to the expiration of the lease term upon demonstrating to Landlord’s reasonable satisfaction that Tenant’s local, state or federal license to operate has been revoked or has expired through no fault of the Provider or that other adverse government action outside of the Provider’s control prevents it from commencing or continuing to operate its equipment and provide service to its customers.

3. RENT: The initial annual rent to be paid by Tenant to Landlord is _____dollars (\$_____), which Tenant shall pay in one lump sum payment in advance for the first year on the Commencement Date. Rental payments for subsequent years shall be paid in advance on each anniversary of the Commencement Date. For the second and subsequent years, the annual rent shall be increased by an inflation factor of two and one-half percent (2.5%) on the anniversary of the Commencement Date. Tenant’s rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord’s part. Landlord hereby agrees to provide to Tenant certain documentation (the “Rental Documentation”) evidencing Landlord’s right to receive payments hereunder, including without limitation: documentation reasonably necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service (“IRS”) and for state and local governments, including without limitation, an IRS Form W-9, or equivalent, and any applicable state withholding forms,

in a form reasonably acceptable to Tenant.

4. UTILITIES AND SITE ACCESS: Landlord represents that the Premises are presently serviced by underground electrical and telephone conduits and an access road from the nearest public way, Pleasant Street. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. Tenant shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, elsewhere on the Property or on other adjacent property owned or controlled by Landlord, in coordination with and in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, provided that any such conduits or related appurtenances do not interfere with the existing water system piping, electrical conduits or access to the Water Tower for routine operation and maintenance.

5. TAXES: Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which result from Tenant's use of the Premises and/or the installation, maintenance and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the

Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

6. USE OF PREMISES: Tenant shall use the Premises only as provided in Paragraph 1 and the plan and specifications incorporated therein as Exhibit "B". No other use shall be permitted. Before commencing any work at the Premises or Property to construct or install the equipment or perform any Material Change, as defined below, Tenant shall furnish to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer; and (ii) unless waived by Landlord in writing, an updated structural analyses. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, they shall be deemed approved. Any material change, modification, alteration, or addition to the plans and drawings attached hereto as Exhibit "B" shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. A material change, modification, alteration or addition shall mean any change, modification, alteration or addition other than (i) routine maintenance and repairs, (ii) replacement of existing equipment with similar equipment of the same or smaller dimensions, (iii) modifications to the equipment on the ground that do not require additional land, and (iv) modifications, alterations and/or replacements which do not materially increase the structural loading or integrity of the Water Tower ("Material Change"). Tenant shall coordinate with each of the other existing original tenants identified on Exhibit "C" to avoid any radio frequency interference. Tenant's

antennas and equipment shall remain its property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in event of Tenant's default specified in Paragraph 18.

7. MUNICIPALITY'S RIGHTS OF ACCESS: Tenant shall not block or interfere with Municipality's access to the Water Tower for inspection, maintenance and/or repairs but shall fully cooperate with Municipality; PROVIDED THAT, except in case of emergency, Municipality shall provide Tenant with forty-eight (48) hours' prior notice of its intent to access the Water Tower. In the event of an emergency, Municipality shall provide Tenant with as much notice as is reasonable under the circumstances.

8. CO-LOCATION: COORDINATION AND NON-INTERFERENCE CO-TENANTS: Tenant shall coordinate with the existing other original co-tenants identified on Exhibit "C" ("Co- tenants") in locating and installing its facilities pursuant to Exhibit "B" and shall cooperate with Co- Tenants to eliminate any radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but Municipality shall have no obligation for enforcement or any other liability to any co-tenant hereunder.

9. ASSIGNMENT/SUBLETTING: This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Upon request by Landlord, the assignee/transferee shall provide Landlord with documentation evidencing that it has the financial wherewithal to perform all of Tenant's obligations hereunder. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. No subletting is permitted.

10. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance insuring Tenant and including Municipality as an additional insured, as its interest may appear under this Lease, against any claim of liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall further provide coverage of two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of the Municipality every five (5) years.

Certificates of such insurance shall be delivered to Municipality at the Commencement Date, and certificates of renewals or replacements thereafter shall be furnished to Municipality within ten (10) days of the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal of such policy.

11. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Municipality from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of its antennas and equipment, damage to the municipal Water Tower from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to its property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Municipality or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

12. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Municipality in the amount of one-hundred thousand dollars (\$100,000) to secure Tenant's performance of its obligations hereunder, including but not limited to its

obligations not to impair the structural integrity of the Water Tower, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

13. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove all its equipment and structures from the Water Tower and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

14. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal state regulations in violation of any applicable law. Tenant 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 its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date. Landlord has no knowledge of 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 non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon. Tenant shall prepare and execute a written Radio Frequency Energy Exposure Management Plan (RFEEMP) in cooperation with the existing other original co-tenants identified on Exhibit "C" and Municipality within forty-five (45) days following the Lease inception.

15. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY:

Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall do nothing that causes or has a significant verifiable potential to cause contamination to the public water supply. Tenant shall not interfere with Municipality's access to the Water Tower and water supply for inspection, maintenance and repair. Tenant shall fully cooperate with Municipality both in the event of an emergency involving the Water Tower or public water supply and for routine maintenance work including, without limitation, the temporary suspension of transmissions at no expense to Municipality; PROVIDED THAT Municipality shall use commercially reasonable efforts to minimize any suspension of Tenant's service to its customers. Without limiting the foregoing, Tenant shall comply with the following requirements:

Installation:

- a. All cables must be mounted on fabricated wire-ways, supported off brackets, at a minimum of 8" inches. No cables are to be attached to the ladder or interfere with the finial or any entrance hatchways.
- b. The Tenant will be responsible to employ an inspection company of the Landlord's choice ("Inspection Company") to inspect the installation of its equipment; PROVIDED THAT the costs charged by such inspection company are not excessive when compared to the costs and charges for similar services within the same geographic region. Payment for the inspection service will be made by the Tenant to the inspection company prior to final approval of the installation.
- c. Tenant shall provide Landlord with "As-Built" construction drawings (which shall include all utilities installed by Tenant), once the installation is approved by the Inspection Company.
- d. Upon reasonable notification from Landlord, Tenant shall repair damage to the painted surfaces on the Water Tower disturbed during the installation of Tenant's equipment on

the Water Tower or damaged as a result of Tenant's own use, provided such notice is given to Tenant within five (5) years from the installation of Tenant's equipment.

Temporary Equipment Relocation: Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided that:

- a. The Tenant will be responsible for the total cost and logistics of relocating its equipment and reinstalling its equipment when the Landlord maintains the Water Tower and will coordinate the relocation with the Landlord.
- b. The Landlord will give the Tenant a two (2) month prior notice for the Temporary Relocation.
- c. The temporary location is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- d. Tenant's use at the Premises is not materially interrupted or diminished during the relocation and Tenant is allowed, if necessary in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation in coordination with Landlord and in a location reasonably determined by Landlord; and
- e. Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location.

For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform Municipality's police department by telephone (at _____) prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured. Tenant shall have access to the Ground Space seven (7) days a week, twenty-four (24) hours a day without notice to the Town.

16. **TOWER COMPLIANCE.** Landlord covenants that it will keep the Water Tower in good repair for its use as a municipal water tank as required by all applicable laws, rules, regulations and building codes. Tenant will be responsible for obtaining, at its sole cost and expense and with the reasonable cooperation of Landlord, all approvals and permits necessary for its own use of the Premises to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Water Tower and perform any improvements associated therewith.

17. **TENANT COVENANTS:** Tenant covenants with Landlord as follows:

- a. Tenant shall pay the full annual rent when due in accordance with the provision set forth in Paragraph 3;
- b. Tenant shall coordinate with co-tenants in the co-location of its antennas and comply with the interference provisions contained in Paragraph 8;
- c. Tenant shall comply with the provisions contained in Paragraph 15 with regard to damage to the Water Tower or contamination of the public water supply;
- d. Tenant shall comply with the provisions contained in Paragraph 7 with regard to Municipality's rights of access;
- e. Tenant shall promptly remove any equipment Tenant determines is obsolete and comply with the provisions contained in Paragraph 13 regarding removal of its equipment at the end of the Term.
- f. Tenant shall maintain all of its equipment in good repair;
- g. Tenant shall comply with the insurance provisions contained in Paragraph 10;
- h. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation as and to the extent required by law;
- i. Tenant shall comply with the environmental provisions contained in Paragraph 14;
- j. Tenant shall cooperate with Landlord with regard to maintenance/repairs of the Water Tower in accordance with the provisions contained in Paragraphs 7, 15 and 16.

18. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days after receipt by Tenant of notice from Municipality of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion,, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Municipality lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Municipality's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current term if this Lease had not been terminated or if Municipality had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Municipality and all reasonable documented expenses of the Municipality for enforcement hereunder. In addition to all other

legal and equitable, remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

19. Notices: Any notices required hereunder shall be in writing and served by in-hand delivery, certified mail, return-receipt requested, in the case of Landlord, to:

Town of Dunstable
Town Hall
511 Main Street
Dunstable, MA 01827
Attn: Town Administrator

and, in the case of Tenant, to:

20. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Middlesex County or District Court Department, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

21. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

WITNESS our hands and seals the date above written.

TOWN OF DUSNTABLE, Landlord,
by its Board of Selectman

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF DUNSTABLE, Board of Water
Commissioners

By: _____

Name: _____

Title: _____

Date: _____

TENANT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Premises is located on the property owned by the Town of Dunstable, which is located on Town-owned property at 108 Pleasant Street, Dunstable, Massachusetts, shown as Parcel 53-2 on the Town of Dunstable's Assessor's Map 17, consisting of approximately 5.6 acres of land.

EXHIBIT B

DESCRIPTION OF THE PREMISES

See attached Lease Exhibit.

SECTION 05565**ELEVATED STEEL WATER STORAGE TANK**
(Specifications)**PART 1-GENERAL****1.1 SECTION INCLUDES**

- A. The work to be performed under this specification includes furnishing all labor, materials, tools and equipment necessary to design, fabricate, construct, inspect and test a pedestal type elevated water storage tank, including the design and construction of the foundation and accessories as specified herein.
- B. The work shall also include all labor, materials and equipment necessary to clean, paint and disinfect the water storage tank as specified herein
- C. In accordance with P.L. 113-76, Consolidated Appropriations Act, 2014, this project includes the requirement for American Iron and Steel (AIS). Refer to Section 00800 SC-23 for additional information.

1.2 REFERENCES

- A. ACI 301 Specifications for Structural Concrete for Buildings
- B. ACI 318 Building Code Requirements for Reinforced Concrete.
- C. AISC S326 Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
- D. ANSI Bt6.5 Steel Pipe Flanges and Flanged Fittings.
- E. NSI 249.1 Safety in Welding and Cutting.
- F. APi Spec SL Specification for Line Pipe.
- G. ASME Boiler and Pressure Vessel Code, Section VIII, Division 1, Pressure Vessels, Appendix IV, Rounded Indications Charts, Acceptance Standard for Radiographically Determined Rounded Indications in Welds.
- H. ASME Boiler and Pressure Vessel Code, Section IX. Welding and Brazing Qualifications.
- I. ASTM A6 Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use.
- J. ASTM A27 Specification for Carbon-Steel Castings for General Application.
- K. ASTM A36/A-91 Specification for Structural Steel.
- L. ASTM A53 90b Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
- M. ASTM A10S Specification for Forgings, Carbon Steel, for Piping Components.
- N. ASTM A108 Specification for Steel Bars, Carbon, Cold-Finished, Standard Quality.
- O. ASTM A13I Specification for Structural Steel for Ships.
- P. ASTM A139 Specification for Electric-Fusion (ARC) - Welded Steel Pipe (Sizes 4 in. and Over).
- Q. ASTM A181 Specification for Forgings, Carbon Steel for General Purpose

- Piping.
- R. ASTM A283 - Specification for Low and Intermediate Tensile Strength Carbon Steel Plates, Shapes and Bars.
 - S. ASTM A307 92a - Specification for Carbon Steel Bolts and Studs, 6000 PSI tensile strength.
 - T. ASTM A325 92a - Specification for High-Strength Bolts for Structural Steel Joints.
 - U. ASTM A435 - Specification for Straight-Beam Ultrasonic Examination of Steel Plates for Pressure Vessels.
 - V. ASTM AS00 - Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - W. ASTM A501 - Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
 - X. ASTM AS16 - Specification for Pressure Vessel Plates, Carbon Steel, for Moderate- and Lower-Temperature Service.
 - Y. ASTM AS17 - Specification for Pressure Vessel Plates, Alloy Steel, High-Strength, Quenched and Tempered.
 - Z. ASTM A568 - Specification for General Requirements for Steel, Carbon and High-Strength Low Alloy Hot-Rolled Sheet, Hot-Rolled Strip, and Cold-Rolled Sheet.
 - AA. ASTM A570 - Specification for Hot-Rolled Carbon Steel Sheet and Strip, Structural Quality.
 - BB. ASTM A573 - Specification for Structural Carbon Steel Plates of Improved Toughness.
 - CC. ASTM A668 - Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use.
 - DD. ASTM D1751 - Specification for Performed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
 - EE. AWWAD100 Standard for Welded Steel Tank for Water Storage.
 - FF. AWWA D102 Standard for Painting Steel Water-Storage Tanks.
 - GG. AWWA D652 Disinfection of Water Storage Facilities.
 - HH. AWSA2.4 Symbols for Welding and Nondestructive Testing Including Brazing.
 - II. AWS A3.0- Welding Terms and Definitions Including Terms for Brazing, Soldering, Thermal Spraying, and Thermal Cutting.
 - JJ. AWS AS. I - Specification for Covered Carbon Steel Arc Welding Electrodes.
 - KK. AWS DI. I - Structural Welding Code Steel.
 - LL. CSA G40.21 - Structural Quality Steels.
 - MM. NFPA 22 -Water Tanks for Private Fire Protection.
 - NN. NFPA 51B - Fire Prevention in Use of Cutting and Welding Processes.

1.3 DESIGN REQUIREMENT

- A. Size:
 1. Nominal capacity: 75,000 gallons
 2. Diameter: 27 Feet
 3. Head Range (max - min water level): 25 Feet
 4. Overflow Elevation: 325 Feet
 5. Top of Foundation Elevation: 195 Feet

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6. Height to overflow: 130 feet
- B. Design Criteria
1. AWWA D100, Section 14
 2. Snow Load: For Dunstable, MA
 3. Wind Load: For Dunstable, MA
 4. Earthquake Load: For Dunstable, MA
 5. The tank and supporting structure shall be of all-welded steel design and construction. All materials, design, fabrication, erection, welding, testing and inspection of the steel tank shall be in accordance with the applicable sections of AWWA D100 except as modified in this document. The tank shall have a spherical shape.
 6. The supporting structure shall be a butt-welded single pedestal having a minimum shaft diameter adequate for the capacity and height of tower. The transition from the base to the pedestal shall be a truncated cone with a compression ring. The transition from pedestal to tank shall be a compression ring with truncated cone.
 7. Corrosion Allowance: 1/16 inch thickness to be added to the calculated design thickness or the specified minimum thickness for all plates in contact with water.
 8. Minimum Plate Thicknesses (does not include corrosion allowance)
 - a. The minimum thickness for any part of the structure shall be 3/16 inch for parts not in contact with water and 1/4 inch for parts in contact with water.
 - b. Unless otherwise noted, at junctions in plates where meridional forces are discontinuous such as cone to cylinder junctions, a tension or compression ring may be required to resist the radial forces generated. In these regions, the allowable stresses shall not exceed those specified in AWWA D100.
 1. The overturning moment used in designing the pedestal and foundation shall include the moment due to eccentricity of the gravity loads caused by deflection of the structure under wind or seismic conditions (i.e. P-delta effect).
 9. The design for all sections of the steel tank shall be per the classes of materials and unit tension/compression stresses specified in AWWA D100. A design per Section 14 of AWWA D100 shall not be permitted.
 10. Shells designed by Method 2 or Method 3 of Sec. 3.4.3 of AWWA D100 shall be measured in accordance with Sec. 11.4.3.2.2 of AWWA D100. Documentation of the measurements and a certificate of compliance shall be provided.
 11. All openings in the support structure shall be properly reinforced. Loads imposed by openings in the base of the support structure shall be accommodated in the foundation design.
 12. The concrete foundation(s) shall be designed by the Contractor using the information given in the geotechnical report.
 13. Earth cover shall be a minimum of 4-feet over top of pipe in accordance with AWWA D100. Any pipe passing through the foundation which does not meet

this minimum cover requirement, shall be properly insulated until such minimum cover is achieved.

14. All tank accessories shall be in full conformity with the current applicable OSHA safety regulations and the operating requirements of the structure.
- C. Concrete Foundation: A Geotechnical investigation has been carried out at the site and a copy of the report is included with the Contract Documents. Recommendations for the foundation and allowable bearing capacities are defined in this report. The concrete foundation shall be designed by the Contractor based upon the recommendations in the geotechnical report. The report must provide the allowable soil bearing pressure with appropriate factors of safety, the active and passive earth pressure coefficients, the angle of soils internal friction, its cohesion, unit weight and recommendations for bearing depth and backfill requirements.
- D. Ladders: Access ladders shall be provided at the following locations:
1. Grade to upper platform.
 2. Upper platform to tank floor manhole.
 3. Upper platform to steel tank roof mounted on access tube interior.
 4. Exterior of access tube to provide access from the 30" roof manhole to the high water elevation for diver access.
 5. Ladder side rails shall be a minimum 3/8 inch by 2 inches with a 16 inch clear spacing. Rungs shall not be less than 3/4 inch, round or square, spaced at 12 inch centers. The surface of the rungs shall be knurled, dimpled or otherwise treated to minimize slipping. At platforms or landings, the ladder shall extend a minimum 4 feet above the platform. Ladders shall be secured to adjacent structures by brackets located at intervals not exceeding 10 feet. Brackets shall be of sufficient length to provide a minimum distance of 7 inches from the center of the rung to the nearest permanent object behind the ladder.
- E. Fall Protection: Ladders shall be equipped with a fall arrest system meeting OSHA regulation. The system shall be supplied complete with safety harnesses, locking mechanisms, lanyards and accessories for two persons.
- F. Upper Platform: An upper platform shall be located at the top of the support pedestal to provide access from the pedestal ladder to the roof access ladder located on the interior of the access tube. Platform shall include a 24" x 36" access hatch with opening to allow ladder and safety device to continue 48" minimum above the platform floor.
- G. Roof Handrail: A roof handrail shall be provided surrounding the roof manholes, vents and other roof equipment. Handrail shall comply with OSHA requirements.
1. Handrail shall be designed to accommodate a maximum of (3) three communication antennas.
- H. Condensate Ceiling: Steel condensate ceiling located at the junction of the pedestal shaft and base cone complete with drain and 24" x 36" access hatch with opening to allow ladder and safety device to continue 48" minimum above the platform floor. Drain shall be piped to exterior of tank and discharge at concrete splash pad for the overflow.
- I. Openings:
1. Roof Hatches

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- a. Provide two access hatches on the roof of the tank. One hatch shall be 30 inch diameter and allow access from the roof to the interior of the tank. The hatch will be hinged and equipped with a hasp for locking. The hatch cover shall have a 2 inch downward edge. The second hatch will be 24 inch diameter and flanged with a removable cover so constructed that an exhaust fan may be connected for ventilation during painting operations. The openings shall have a minimum 4 inch curb.
- b. Provide one 30 inch diameter hinged access hatch on the access tube roof. The hatch cover shall have a 2 inch downward edge.
2. Tank Vent:
 - a. The vent design shall meet AWWA D100 requirements.
 - b. The tank vent should be centrally located on the tank roof above the maximum weir crest elevation. The tank vent shall have an intake and relief capacity sufficiently large that excessive pressure or vacuum will not be developed during maximum flow rate. Maximum flow rate should be based on a break in the inlet/outlet pipe when the tank is full.
 - c. The vent shall include a non-corrodible four mesh screen to prevent insects/birds from entering the tank. Vent shall be designed to prevent rainwater from entering the tank. Vent shall be designed to prevent freezing and ice damage that will interfere with proper functioning.
 - d. The screens or relief material shall return automatically to operating position after pressure or vacuum is relieved.
3. Tank Floor Manhole: A minimum 18 x 24 inch elliptical access manhole shall be provided in the tank bottom accessible from the upper platform or from a ladder that extends from the platform to the opening. The hatch shall open inward.
4. Pedestal Hatch: A 24" diameter manhole shall be located near the top of the pedestal for access to the exterior painter's rail located near the tank/pedestal interface. This opening shall be accessible from the upper pedestal platform.
- J.** Access Tube: A minimum 42" diameter access tube shall be provided. The access tube will be provided from the top of the pedestal to the tank roof.
- K.** Rigging: Interior and exterior rigging devices shall be provided for painting, inspecting and maintaining the structure and accessories. A continuous bar or tee rail near the top of the exterior support structure shall be provided. The rail may be attached to the support column or steel tank. A painter's rail attached to the roof, pipe couplings with plugs in the roof or other attachments that provide complete access for painting of tank interior shall be furnished.
- L.** Piping:
 1. General: Exterior of pipes exposed to stored water shall be coated with tank interior wet system. Exterior of pipes in the pedestal and base cone shall be insulated with high density foam. Insulation shall be plain 2" thickness "ASJ" jacketed. Overflow is not insulated and shall be coated with the tank interior dry system.
 2. Inlet/Outlet Piping:
 - a. Provide a 12-inch diameter standard weight steel inlet/outlet pipe that extends vertically from the base of the pedestal to the bottom of the tank.

- An expansion joint shall be provided in the vertical section of pipe. The expansion joint should be constructed to accommodate any differential movement caused by settlement or thermal expansion and contraction. Inlet/Outlet pipe shall not extend above the LWL.
- b. Inlet/Outlet piping and fittings shall be insulated with 2"-thick fabricated polyisocyanurate (Polyiso) insulation with ASJ jacketing.
 - c. Install passive type mixing system within tank interior. Mixing system will be installed to the inlet pipe. Refer to Specification Section 15130 for mixing system design details.
3. Overflow Piping: The overflow pipe shall be designed to carry the maximum design flow rate of 500 GPM. The steel overflow pipe will be 6 inch in diameter and shall have a minimum wall thickness of 1/8". A suitable weir shall be provided with the crest at High Water Level. The overflow pipe shall extend down from the weir box through the access tube, pedestal, and base cone. The overflow pipe shall penetrate the base cone wall approximately 1 to 2 feet above grade and discharge onto a concrete splash pad. The point of discharge shall have a 45 degree elbow and be equipped with a 24-mesh non-corrodible swing type screen. A 4-mesh screen shall be installed up stream of the 24-mesh screen.
- M. Interior Floor: A concrete slab-on-grade shall be provided inside the base cone. The floor shall be a minimum of 6 inches thick, and reinforced with 6x6/W2.9 x W2.9 WWF. Isolation joints shall be provided at junctions with walls, columns, equipment or piping foundations.
- N. Personnel Door: A 36" by 80" access door with a flush threshold shall be located in the base of the pedestal cone. A step over threshold is not acceptable. The door shall be fabricated from steel plate with adequate stiffening and specifically designed for use with the tank. The access door will be equipped with handle, drip cover and dead bolt lock. Commercial hollow metal doors and frames are not acceptable.
- O. Identification Plate A tank identification plate shall be mounted near the personnel door. The identification plate shall be corrosion resistant and contain the following information:
1. Tank Contractor
 2. Contractor's Project or file number
 3. Tank Capacity
 4. Height to High Water Level
 5. Date erected
- P. Interior/Exterior Lights and Panelboard:
1. Provide UL listed LED lighting in base cone, pedestal, and upper platform. Provide light switch at each platform.
 2. Provide one exterior photocell light above the personnel door.
 3. Provide two GCFT receptacles in the base cone, one at condensate ceiling, one at the upper platform, and one at the top of the access tube.
 4. Provide a 100 amp 240/120V single phase panelboard with main circuit breaker, bolt on breakers, to power lights and receptacles. Panel shall be rated 18,000 AIC, UL listed, and provided with a minimum of 4 spare 20 A single pole breakers. All wiring and conduit shall be provided within water tower in

rigid galvanized steel or aluminum conduit and installed per the National Electrical Code.

5. Refer to the Contract Drawings and Division 16 of the Specifications for additional information.

1.4 SUBMITTALS

- A. Bidders shall submit with their Proposal brief plans and specifications in sufficient detail to show the general basis of design, nature and dimensions of major parts of the storage tank structure and any other information necessary to assist the Owner in obtaining complete knowledge of the structure proposed.
- B. Shop Drawings: Prior to tank fabrication submit complete Shop Drawings stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. The drawings shall show all details of the tank design, fabrication and erection. Welding requirements for all joints shall be shown.
- C. Submit Certification of Compliance per **AWWA** D100 Section 14 after erection.
- D. Submit complete structural design calculations for the anchor bolt size and embedment, shell plates, baseplate, roof and welding requirements stamped by a Professional Structural Engineer registered in the Commonwealth of Massachusetts.
- E. Submit Exterior and Interior Coatings Data and other information as specified.

1.5 QUALITY ASSURANCE

- A. The detailed design of the structure, all materials furnished and all work accomplished shall be of a quality and character required by the Drawings, Specifications and by good practice. The Work and materials shall meet or exceed the minimum requirements of applicable portions of the latest edition of the "AWWA Standard for Weided Steel Tanks for Water Storage" (AWWA D100) including Section 14.
- B. Bids will only be considered from experience tank contractor who have furnished and erected at least 10 single pedestal spheroid elevated tanks of equal or greater capacity in the past five (5) years. Submit past job list with Owner contract information.
- C. All welders shall be qualified by the procedures specified in AWWA Standard D100. Certificates of proof of qualifications shall be submitted to the Engineer prior to commencement of welding operations at the tank site.

1.6 SITE UTILITIES

- A. Electric service is not available on site.

1.7 COORDINATION

- A. The Contractor shall coordinate the work of other Sections. Verify at the site both the dimensions and the work of other trades, adjoining items prior to fabrication and installation of items herein specified.
- B. Furnish to pertinent trades all items included under this section that are built into the work of other sections.

1.8 WARRANTY

- A. The Contractor shall obtain a warranty from the manufacturer in the name of the

Owner. Submit manufacturer's warranty to the Engineer for review.

- B. The manufacturer's warranty shall guarantee the water storage tank materials, workmanship, hardware, paint and painting to be free of defects for a period of one (I) year from the date of substantial completion as defined in the General Conditions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials to be incorporated into the tank and accessories shall be new, previously unused, and shall meet the minimum requirements of AWWA DI 00 including Section 14. Steel of unidentified analysis may not be used. Submit certification of compliance: for shell, bottom roof plates.

2.2 COATINGS

A. Materials

- 1. All materials for the inside and outside paint systems shall be supplied by a single manufacturer and delivered to the site in factory-sealed containers which show the manufacturer's name and the contents of the containers.
- 2. The finished outside color of the water storage tank shall be determined by Owner. Submit paint color samples to the Engineer for Owner selection prior to application.
- 3. Prior to the application of any paint system specified in this section the Contractor shall provide the Owner an affidavit from the paint manufacturer or supplier stating that the interior and exterior paint systems are in fact as specified herein.
- 4. Product information shall be supplied by the paint manufacturer as follows:
 - a. Mixing Instruction
 - b. Thinning Procedures
 - c. Percent solids
 - d. Spreading rate
 - e. Weight
 - f. Drying time between coats and before immersion at 50°F and 70°F. Provide upper and lower limits of recommended application temperatures and humidity
 - g. Pot life
 - h. Safety Precautions
 - i. NSF approvals for interior coatings

B. Paint Systems:

- 1. The wet interior paint system shall be a three (3) coat two-component epoxy system conforming to Tnemec system(s), or equivalent.

Primer:	Tnemec Series 94-HzO Hydro-Zinc 2.5 -4.0 mils DFT
Stripe Coat:	Tnemec 94-H2O Hydro-Zinc or 20HS Pota-Pox (at all weld seams) 2.5 - 3.0 mils DFT
Finish Coat:	Tnemec Series FC22 Epoxoline, WH08-White Or Series 22 Poto-Pox 100, WH07-OffWhite

25-30 mils OFT

2. The exterior paint system shall be a three (3) coat overcoat system that meets all the requirements conforming to Tnemec, or equivalent.

Primer:	Tnemec No. 94 H2O Hydro-Zinc	2.5 - 3.5 mils OFT
Second:	Tnemec No. 73 Endura-Shield	2.5 - 3.5 mils OFT
Third:	Tnemec No. 701 HydroFon	2.0- 3.0 mils OFT

(color selection by Owner)

3. The dry interior paint system shall be a three (3) coat two-component epoxy system and conforming to Terner system(s), or equivalent.

Primer:	Tnemec Series 94-H2O Hydro-Zinc	2.5 - 4.0 mils OFT
Stripe Coat:	Tnemec 94-H2O Hydro-Zinc or 20HS Pota-Pox (at all weld seams)	2.5 - 3.0 mils OFT
Finish Coat:	Tnemec Series FC22 Epoxoline, WH08-White Or Series 22 Poto-Pox 100, WH07-OffWhite	25-30 mils OFT

2.3 PADLOCKS

- A. Padlocks shall be removable core type; case, solid brass, shackle, hardened steel, triple plated; shackle locking, two hardened steel balls at heel and toe.
- B. All padlocks shall be keyed alike. Four sets of keys shall be provided.
- C. Padlocks shall be provided for the following locations:
 - 1. Roof Hatches
 - 2. Access Tube Hatch
 - 3. Pedestal Hatch
 - 4. Fence Gate

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The tank and all appurtenances on tank shall be fabricated, erected and installed in accordance with AWWA OI 00.

3.2 TESTING

- A. Radiographic Tests: The quality of the field welds shall be determined by spot radiographs. The radiographic testing shall be conducted by the Contractor at his expense. The number of spot radiographs shall be in accordance with AWWA DI 00. Prior to conducting the tests the Contractor shall review the location and number of tests with the Engineer.
- B. Water-Tightness: The Contractor shall guarantee the water-tightness of the water storage tank. The tank shall be filled by the Contractor to the maximum working level. The Owner will furnish without charge water for one test filling. During the filling the Contractor shall coordinate his work with the Owner and other contractors

so that an excessive drain will not be created on the existing system. The water-tightness test shall be conducted after the tank has been painted and disinfected.

- C. Repairs: Any defective welds or leaks shall be repaired by chipping with a round-nosed tool or by air carbon arc or oxygen gouging, from one or both sides of the joint, and then rewelding. The Contractor shall completely dewater the tank; make all necessary repairs; prepare the surface in the same manner required under Article 3.2; paint the area repaired; clean the tank; and disinfect the tank as outlined in Article 3.3 prior to placing the tank in service.
- D. Test reports and certifications as required by AWWA D100 shall be submitted to the Engineer.

3.3 CLEANING AND PAINTING

- A. General:
 - 1. This section of the specification covers surface preparation and workmanship required for the completion of the exterior and interior surfaces of the water storage tank.
 - 2. All painting shall be done strictly in accordance with the paint manufacturer's instructions.
- B. Application:
 - 1. The blast profile shall be 1.5 mils on exterior and 2.0 mils on the interior surfaces in accordance with Steel Structures Painting Council (SSPC) Specification No. 10 - Near White Blast Cleaning on the interior surfaces and SSPC Specification No. 6 - Commercial Blast on the exterior surfaces. All surfaces so cleaned shall be painted within eight (8) hours after the surface cleaning operation was carried out.
 - 2. After welding is completed, all weld splatter, weld berries, and all sharp edges shall be ground to give smooth and rounded contours. The prime coat shall be applied to the welds by brush.
 - 3. Prime Coat:
 - a. If prime is to be applied in the field: After erection is completed, the entire tank including all hatches, ladder, safety cage, vent, weir box, overflow pipe, and welds shall be thoroughly cleaned by field blasting in accordance with SSPC Specifications in paragraph B.1., above.
 - b. If prime is to be applied in the factory: The entire tank including all hatches, ladder, safety cage, vent, weir box, overflow pipe, and welds shall be thoroughly cleaned by blasting in accordance with SSPC Specifications in paragraph 8.1., above. A two to three inch margin around the edge of each plate shall be unprimed until after erection to allow for welding.
 - c. Drying and curing time for primer coating repairs shall be as specified by the manufacturer. If more than one coat is necessary to obtain the specified thickness, a second coat shall be tinted to contrast with the first coat to indicate coverage. If prime coat is found on weld surfaces of tank appurtenances, it shall be removed from weld areas in the field prior to performance of the weld. Primer coating damaged during shipment, handling, and erection shall be cleaned according to the specifications above, and recoated in the field to the specified thickness.

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The Engineer shall be notified two (2) weeks prior to factory blasting and primer coat application. The Engineer, or his designated representative, shall have the option to observe and inspect the surface cleaning and coating operations at the factory. The Contractor shall make any necessary arrangements on the factory floor to accommodate such observation and inspection.

4. All materials shall be mixed, thinned, and applied in strict accordance with the manufacturer's printed instructions.
 5. The paint systems shall be applied only to clean, dry surfaces in favorable temperatures and weather conditions, in strict accordance with the manufacturer's printed instructions.
 6. Sufficient time shall be allowed for each coat to thoroughly dry before the next coat is applied. Adequate ventilation shall be provided for the tank interior during the drying process.
 7. A minimum of seven days curing following the application of the final coat on the interior tank surface shall be allowed before disinfecting the tank.
 8. Safety precautions as required by paint manufacturer and OSHA shall be followed.
- C. Testing: During application of the inside and outside paint systems and at the completion of the painting, the Contractor shall conduct testing consisting of wet film thickness testing for each 100 square feet of surface painted and dry film thickness as per SSPC-PA2 (one test per 100 square feet). Bottom plate weld shall be vacuum tested. A test report shall be prepared and submitted to the Engineer when painting is complete.
- D. First Anniversary Inspection:
1. The outside and inside surface of the tank shall be inspected in accordance with AWWA 0101-53 (R-1986) "Inspecting and Repairing Steel Water Tanks, Stand Pipes, and Reservoirs and Elevated Tanks for Water Storage", Part A by representatives of the Owner and Contractor at approximately one year after the tank was painted to determine whether any repair work is necessary.
 2. The Owner will provide the Contractor at least thirty (30) days' notice in advance. If the Owner fails to schedule an inspection within thirteen (13) months after the tank was painted then the first anniversary inspection shall not be required.
 3. The inspection will be performed without draining the tank. The underwater portion of the inspection will be performed by a certified diver who is a NACE coatings inspector. A written report of the inspection and recommendations will be submitted to the Owner. Report will include still photographic documentation of the interior roof and exterior surfaces of the tank. Contractor shall be responsible for providing suitable lighting equipment, ventilation equipment, scaffolding equipment and all remedial work required. Strict disinfection procedures for both the diver and all submersible equipment will be implemented.
 4. Remedial work shall be performed as required to repair any failures of coating system.

3.4 DISINFECTION

- A. After construction and painting is complete, the tank shall be disinfected as per AWWA C652 before it is placed into service. Prior to the application of the disinfectant, the walls and bottom of the tank shall be flushed with water to remove all dirt and loose material. Method 3 as outlined in AWWA C652 shall be used. After disinfection is complete prior to placing the tank into service, at least two (2) samples of water shall be taken from the tank and submitted to a certified laboratory for total coliform analysis. Copies of all test results shall be submitted to the Engineer. If results of the bacteriological tests are satisfactory, the disinfection process will be considered complete and the tank may be placed into service. If test results are unsatisfactory, the complete disinfection process shall be repeated. The Owner shall provide to the Contractor *at no charge* sufficient quantity of water to disinfect the tank once. Water required for repeated disinfection of the tank shall be purchased by the Contractor from the Owner at the current metered rate, or other agreeable pricing method.
- B. During the filling and washing of the tank, the Contractor shall coordinate his activities with the Owner so that an excessive draw will not be created on the existing water system. Also, if draining the tank is necessary, the water shall be released slowly in order to prevent any erosion downstream. Heavily chlorinated water shall be disposed of in accordance with AWWA C652, Appendix B.

END OF SECTION