

**REQUEST FOR PROPOSALS LEASE OF
MUNICIPAL REAL ESTATE
FOR
WIRELESS COMMUNICATIONS FACILITIES
UNDER G.L. c. 30B, § 16**

Sealed proposals will be received in the Office of the Town Manager, Town of Hamilton with an address of 577 Bay Road , Hamilton, Massachusetts until January 6, 2016 at 11 AM at which time and place they will be publicly opened and read aloud, for the following:

The Town of Hamilton, Massachusetts, seeks to lease space to a federally licensed communications company or a real estate company established to own, operate and develop wireless communications facilities for the installation of telecommunications equipment upon property owned by the Town and located at one of two potential sites:

- 1) Behind Hamilton Town Hall at 577 Bay Road, Hamilton, MA; or**
- 2) At the Hamilton Public Safety Building at 265 Bay Road, Hamilton, MA**

Respondents shall analyze both potential locations and submit a proposal or proposals for either or both locations. Based on the proposals received, the Town will decide which location or locations will be selected.

This procurement shall be conducted in accordance with the provisions of G.L. Chapter 30B, §16, and those provisions are hereby incorporated by reference into this Request for Proposals ("RFP"). **Separate Price and Non-Price proposals must be submitted.**

All proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, or until a Lease has been executed, or this RFP is cancelled, whichever occurs first.

Copies of the Request for Proposals may be obtained at the Town's website (www.Hamiltonma.gov), by going to the Forms and Documents webpage where **PROCUREMENT** can be found which contains the Wireless Cellular Facility RFP.

The Town 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.

Patrick Reffett,
Planning & Inspections Director

**LEASE OF MUNICIPAL REAL ESTATE
FOR
WIRELESS COMMUNICATIONS FACILITIES
UNDER G.L. c. 30B, § 16**

Sealed proposals will be received in the Office of the Planning & Inspections Director, Hamilton, Massachusetts until January 6, 2016 at 11AM, at which time and place they will be publicly opened and read aloud, for the following:

The Town of Hamilton, Massachusetts, seeks to lease space to a federally licensed communications company or a real estate company established to own, operate and develop wireless communications facilities for the installation of telecommunications equipment upon property owned by the Town and located at one of two potential sites:

- 1) **Behind Hamilton Town Hall at 577 Bay Road, Hamilton, MA; or**
- 2) **At the Hamilton Public Safety Building at 265 Bay Road, Hamilton, MA**

Respondents shall analyze both potential locations and submit a proposal or proposals for either or both locations. Based on the proposals received, the Town will decide which location or locations will be selected.

To better facilitate this offering and general cell tower implementation in the town, Hamilton recently amended its zoning bylaw to reduce its building clearance distance to 200 feet and to increase the tower height to 110 feet.

Said lease shall be for a twenty (20) year term, with the possibility of two (2) five (5) year renewals, and shall be contingent upon receiving Town Meeting approval.

The Lessee shall be fully responsible for obtaining all permits in accordance with all applicable federal, state, and local laws, regulations and codes; shall bear all costs of construction and maintenance of its facilities; and shall install all equipment and facilities in such manner as will minimize any impact upon the operation or use of the property by the Town. Any damages to the property that occur as a consequence of the installation of equipment and facilities by the Lessee apparatus will be repaired to the satisfaction of the Town by the Lessee.

This procurement shall be conducted in accordance with the provisions of M.G.L. Chapter 30B, §16, and those provisions are hereby incorporated by reference into this Request for Proposals ("RFP"). **Separate Price and Non-Price proposals must be submitted.**

All proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, or until a Lease has been executed, or this RFP is cancelled, whichever occurs first.

The Lessee must comply with all applicable bylaws of the Town, including, but not limited to any zoning bylaw governing the installation and operation of wireless communications facilities in the Town.

Copies of the Request for Proposals may be obtained at the Town's website (www.Hamiltonma.gov), by going to the Forms and Documents webpage where **PROCUREMENT** can be found which contains the Wireless Cellular Facility RFP.

Each original proposal must be delivered together with five (5) additional copies in a sealed package, plainly marked "*RFP-Proposal for Lease-Wireless Communications Facilities,*" and addressed to Town Manager, Town of Hamilton, 577 Bay Road, Hamilton, Massachusetts 01936.

Respondents may correct, modify, or withdraw proposals in writing not less than 48 hours prior to the date established for proposal opening. Corrections or modifications must be in a sealed envelope clearly marked as "Modification to Proposal of [respondent's name] for RFP-Proposal for Lease-Wireless Communications Facilities." Oral and email communications will not be accepted.

The Town 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.

Patrick Reffett, Director of Planning & Inspections

REQUEST FOR PROPOSALS
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Section I. Overview

The purpose of this Request for Proposals (“RFP”) is to solicit proposals for the lease of space to a qualified respondent that is either a federally licensed communications company or a real estate company established to own, operate and develop wireless communications facilities for the installation of telecommunications equipment upon property owned by the Town and located at one of two potential sites:

- 1) Behind Hamilton Town Hall at 577 Bay Road, Hamilton, MA; or**
- 2) At the Hamilton Public Safety Building at 265 Bay Road, Hamilton, MA**

The leased area will consist of the land area sufficient for location of equipment owned by the selected respondent. Respondents shall analyze both potential locations and submit a proposal or proposals for either or both locations. Based on the proposals received, the Town will decide which location or locations will be selected.

Respondents must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include all requested documentation.

The successful respondent must comply with all applicable bylaws of the Town, including, but not limited to any zoning bylaws governing the installation and operation of wireless communications facilities in the Town. As previously stated in this RFP, to better facilitate this offering and general cell tower implementation in the town, Hamilton recently amended its zoning bylaw to reduce its building clearance distance to 200 feet and to increase the tower height to 110 feet.

Any lease executed pursuant to this RFP shall be conditioned on and subject to Town Meeting approval and shall comply with MGL 30B and any other applicable Town regulations.

Section II. Instructions

1. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the Town determines that such failure constitutes a minor informality.
2. All requests for clarification and any questions about information contained in this RFP must be submitted in writing and addressed to:

Patrick Reffett, Planning & Inspections Director

**Planning Office - Town Hall
577 Bay Road
Hamilton, MA 01936**

No requests or questions will be accepted after 11:00 a.m. on January 6, 2016. The name, address, telephone number and fax number of the person to whom such additional information shall be sent must be provided by the respondent.

3. One original and five (5) copies of the proposal must be received in the Office of the Town Manager by **11:00 a.m. on January 6, 2016**. Proposals must be delivered in a sealed package, plainly marked "*RFP – Proposal for Lease – Wireless Communications Facilities.*" **Price Proposals must be submitted in a separate envelope marked "Price Proposal"**.
4. The proposal shall include a cover letter on company letterhead signed by a person who is authorized to bind the respondent to the proposal, including the respondent's name, address, and telephone number. It should state the subject as "Lease of Municipal Property" and should state the name, title, and phone number of the organization's primary contact person for this RFP if such person is someone other than the signer of the letter.
5. Proposals shall contain an analysis of both potential sites and indicate a preference for one or both sites.
6. Respondents may correct, modify, or withdraw proposals in writing not less than 48 hours prior to the proposal opening. Only written communications will be accepted and considered. Corrections or modifications must be in a sealed envelope clearly marked as "Modification to Proposal of [respondent's name] for RFP-Proposal for Lease-Wireless Communications Facilities." Only written communications will be accepted and considered.
7. Proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, until a lease has been executed, or until this RFP is cancelled, whichever occurs first.
8. In the case of a discrepancy on the price summary form between written and numerical amounts, the written amount shall prevail.
9. Nothing in this RFP shall be construed as superseding or waiving any of the requirements in any of the Town's bylaws, which are incorporated in this RFP by reference.

Section III. Evaluation of Proposals

All proposals will be reviewed and evaluated by the Town. An award will be made, if at all, to the responsive and responsible respondent offering the most advantageous proposal or

proposals, taking into consideration all evaluation criteria provided herein, as well as price.

The Annual Lease Payment (ALP) and Annual Lease Payment Increase Percentage (PIP) shall be considered in determining the "Price".

Hamilton's Town Manager is the Town's official Procurement Officer.

The successful respondent shall be required to execute a lease in substantially the form included in this RFP.

The Town may make such investigation as deemed necessary to determine the ability and responsibility of the respondents to construct, install, maintain and operate, and to finance the construction, installation and maintenance of, telecommunications equipment and facilities on the property to be leased under this RFP. The respondents shall cooperate with the Town in such investigation and furnish to the Town all information and data that the Town may require to make such determination.

This RFP, and any lease contract awarded pursuant to the RFP, shall be subject to all bylaws of the Town.

A DEPOSIT IS REQUIRED. The successful respondent agrees to pay the Town a non-refundable deposit of \$3,000 PER LOCATION within three (3) calendar days of receipt of a notice of award of a lease from the Town. Failure to pay the required deposit will be treated as a withdrawal of the proposal by the respondent, and the Town may award a lease to any other responsive and responsible respondent offering the best price. If the respondent fails to execute the lease within 14 calendar days from the receipt of a notice of award of the lease, the deposit shall be forfeited and shall become property of the Town. If a lease is executed within such time, the deposit shall be applied to the first lease payment(s) due under the lease.

The successful respondent shall be required to commence permitting of its telecommunications facilities within twenty-one (21) days of execution of the lease and to commence the construction of its telecommunications facilities no later than sixty (60) days after receipt of any required building permit.

The Town reserves the right to reject any and all proposals if such rejection is deemed to be in the best interest of the Town. The Town also reserves the right to waive any informalities in the proposal process and to accept the proposal deemed to be in the best interest of the Town.

Section IV. Description of Property to be leased

The property to be leased is described as follows:

1. Assessors Map 49 – Lot # 23 (rear)
2. Assessors Map 56 – Lot # 32 (rear) and possibly the westerly portion of 32B

Section V. Specifications

The Lessee shall be required to remove all telecommunications equipment and facilities and all associated apparatus and improvements, and return the leased property to its original condition within sixty (60) days of the expiration or termination of the lease, unless otherwise determined by the Town.

The Town reserves the right to terminate the Lease for cause, including but not limited to, failure by the Lessee to fulfill its obligations under the Lease or under applicable laws, regulations, bylaws, codes or permits, and the Lessee agrees to reimburse the Town for all costs associated with the enforcement of said Lease, including but not limited to all attorneys' fees and court costs.

The lessee shall agree that the site leased shall be used only for the purpose of constructing, maintaining, and operating telecommunications equipment and appurtenances, including separate power meter, radio/electronic/electrical equipment, connecting cables, coaxial cables, wires and associated appurtenances. Such facilities must be secured in a manner as to address any safety and aesthetic issues raised by the Town.

The Lessee shall install equipment and facilities of the types and frequencies that will not cause "measurable interference" to present municipal communications equipment, other carriers, or to the residents of the Town of Hamilton, MA. If lessee's equipment causes such interference, the lessee shall correct and eliminate such interference within thirty (30) days of written notification from the Town.

Detailed drawings and explanations of the connecting systems for equipment to be installed on the property will need to be approved by the Town. The Town shall have aesthetic control over the proposed site development and, prior to construction of any facilities, all plans and specifications must be submitted to, and are subject to the approval of, the Town. Such review and approval is in addition to all required reviews and approvals under all applicable federal, state, and local laws, rules and regulations. Said aesthetic control shall include, but not be limited to, review and approval of all equipment and appurtenance designs and specifications, and site area landscaping designs and specifications.

The lessee must agree to indemnify and hold harmless the Town from and against any and all claims, demands, actions, and causes of action resulting from the lessee's activities on Town property, including, but not limited by, the installation and operation of equipment and facilities on the property, including all costs and attorneys' fees arising from acts and/or omissions of the lessee, its agents, employees, and contractors.

Section VI. Lease Terms & Conditions

See form of lease contract included in this RFP.

Section VII. Responsibilities of the Lessee

1. Obtain all permits necessary to meet all applicable federal, state, and local statutes, bylaws, and regulations;
2. Pay all costs associated with the installation, maintenance, operation and insurance of equipment and facilities. All work must be performed in a good and workmanlike manner, and in a manner that will not adversely affect the property, including, but not limited to, the structural integrity and maintenance of the property or any existing structure on the property, or in a manner that will cause any other damage to the property or structures located on or about the property.
3. The lessee shall reimburse the Town for any reasonable fees and expenses incurred by the Town to hire consulting engineers to review plans and specifications submitted to the Town by Lessee for review and approval per Section V. The lessee shall obtain and pay all costs for a performance bond in the amount of the lesser of (1) \$100,000 or (2) the cost of the construction of the proposed facilities by the Lessee. In addition, lessee must obtain and pay all costs for a "removal bond" for the removal of all facilities upon the expiration or termination of the Lease in the amount of the lesser of (1) \$50,000 or (2) the estimated cost to remove the facilities proposed by the Lessee, as determined by the Town.
4. Provide a Certificate of Insurance and copies of policies, which shall remain in effect during the construction and Lease Agreement term. Coverage shall include, Employees Liability, Worker's Compensation, Public Liability and Automobile Property Damage Liability and Bodily Injury Liability in the following amounts:

| COVERAGE | LIMIT OF LIABILITY |
|------------------------------|-----------------------------|
| Worker's Compensation | Statutory |
| Commercial General Liability | \$1,000,000 each occurrence |
| | \$3,000,000 aggregate |
| Automobile Liability | \$1,000,000 CSL |
| Umbrella Liability | \$5,000,000. |
| Worker's Compensation | Statutory |
| Commercial General Liability | \$1,000,000 each occurrence |
| | \$3,000,000 aggregate |
| Automobile Liability | \$1,000,000 CSL |
| Umbrella Liability | \$5,000,000. |

The Lessee's general liability, automobile liability and umbrella liability insurance policies shall name the Town of Hamilton and its officers, board members, employees and agents as an additional insured and shall provide for a thirty-day (30) written notification to the Town in the event of cancellation or material changes to the policy or policies.

5. Furnish a plan and description of all equipment to be installed.
6. Furnish a copy of the respondent's license(s) to operate and/or the respondent's proposed sub-tenant's license(s) to operate. Any such cellular communication systems' transmitters and receivers' frequencies shall not interfere with local radio, TV, Coast Guard, local and regional public safety, national defense or other similar operations.
7. Prior to constructing or installing lessee's equipment and lessee's sub-tenant's equipment (if any) on the Property or any material alternation of the Town's equipment on the Property, the lessee shall obtain the Town's approval of the lessee's plans for such construction, installation or alteration work, and the precise location of the Lessee's equipment and lessee's sub-tenants' equipment (if any) on the Property, and lessee shall provide a survey indicating placement of all equipment, facilities and improvements.

Section VIII. Document Submission Requirements

The following documents must accompany the proposal and meet the requirements for minimum evaluation criteria required by this RFP. Failure to provide any of the requested documents may result in the determination that the respondent is non-responsive. The Town will review the information requested below in determining the responsibility of respondents.

1. Proposal.
2. Price Summary Form (included in this RFP).
3. A copy of respondent's most recent audited annual financial statement.
4. Evidence of the current Dun & Bradstreet (or equivalent) rating of the respondent.
5. A description of respondent's technical expertise and capabilities pertinent to this project, including a list and copy of respondent's professional licenses, accreditations, and references pertinent to the respondent's performance and experience.
6. A summary of respondent's direct experience with similar projects, including a description of respondent's business and its development and operation of like projects.
7. A list of sub-tenant(s)/co-locator(s) that respondent has secured for the project (if any) including copies of such sub-tenant(s)/co-locator(s) professional licenses and accreditations.
8. A list of three references, including contact names and telephone numbers.

9. A list of all other similar facilities constructed and installed by respondent in Massachusetts during past five (5) years.
8. **The following additional forms (included in this RFP), must be completed and signed:**
 - A. Certificate of Authority.
 - B. Disclosure of Beneficial Interest Form.
 - C. Certificate of Non-Collusion and Tax Compliance

Section IX. Comparative Evaluation Criteria

The Town will evaluate proposals using the Comparative Evaluation Criteria set forth below:

1. Starting Annual Lease Payment:

| | |
|----------------------|--------------------------------|
| Highly Advantageous: | \$36,000 or more. |
| Advantageous: | Between \$24,000 and \$35,999. |
| Least Advantageous: | Between \$12,000 and \$23,999. |
| Unacceptable: | Less than \$12,000. |
2. Co-location Rent Percentage:

| | |
|----------------------|--|
| Highly Advantageous: | 50% or more of co-location rent. |
| Advantageous: | Between 35% and 49% of co-location rent. |
| Least Advantageous: | Between 20% and 34% of co-location rent. |
| Unacceptable: | Less than 20% of co-location rent. |
3. Annual Lease Payment Increase Percentage:

| | |
|----------------------|---|
| Highly Advantageous: | 4% or more increase every year. |
| Advantageous: | Between 3% and 3.99% increase every year. |
| Least Advantageous: | Between 2% and 2.99% increase every year. |
| Unacceptable: | Less than 2% increase every year. |
4. Professional quality of Respondent:

Highly Advantageous: High level of professionalism and demonstrated ability to design, permit and construct quality telecommunications facilities on schedule.

Advantageous: Above-average level of professionalism and demonstrated ability to design, permit and construct quality telecommunications facilities on schedule.

Least Advantageous: Average level of professionalism and demonstrated ability to design, permit and construct quality telecommunications facilities on schedule.

Unacceptable: Below average level of professionalism and demonstrated ability to design, permit and construct quality telecommunications facilities on schedule.

5. Demonstrated capability of recruiting co-locator/sub-tenant carrier participation:

Highly Advantageous: High level of ability to recruit and secure co-locator/sub-tenant carrier participation on telecommunications facilities of similar size and location.

Advantageous: Above-average level of ability to recruit and secure co-locator/sub-tenant carrier participation on telecommunications facilities of similar size and location.

Least Advantageous: Average level of ability to recruit and secure co-locator/sub-tenant carrier participation on telecommunications facilities of similar size and location.

Unacceptable: Below average level of ability to recruit and secure co-locator/sub-tenant carrier participation on telecommunications facilities of similar size and location.

6. Demonstrated cooperation with the Town of Hamilton by working with the Town on issues concerning the siting of wireless communications facilities, identifying appropriate locations for such facilities on Town-owned property, and providing adequate wireless communications coverage to significant gaps within the Town of Hamilton:

Highly Advantageous: Significant level of cooperation with the Town.

Advantageous: Some cooperation with the Town.

Least Advantageous: Lack of cooperation with the Town.

Unacceptable: Hostile toward the Town.

*** ENCLOSE LEASE PRICE SUMMARY FORM IN A SEPARATE ENVELOPE**
MARKED "PRICE PROPOSAL" *

LEASE PRICE SUMMARY FORM
LEASE OF LAND FOR TELECOMMUNICATIONS FACILITY

FROM: The undersigned, hereinafter called the "Respondent," organized and existing under the laws of the State of _____, doing business as a

(Name of corporation; partnership; or an individual).

TO: THE TOWN OF HAMILTON, MA:

The Respondent proposes to lease the designated space (or spaces) under terms and conditions in the Town's Request for Proposals and the lease included therewith for the following Minimum Annual Rent, which shall consist of (1) an Annual Lease Payment (which shall be increased annually by an amount determined by multiplying the percentage indicated below (the "Annual Lease Payment Increase Percentage") by the preceding Annual Lease Payment); and (2) a Percentage of Rent from Sub-tenants/Co-locators (which shall be increased annually by an amount determined by multiplying the percentage indicated below (the "Annual Sub-lease Payment Rent Increase Percentage") by the preceding Sub-lease Rent Percentage).

Location #1 - Behind Hamilton Town Hall at 577 Bay Road
(Assessors Map No. 49 – Parcel #23)

A. Minimum Annual Rent from Respondent:

Annual Lease Payment (ALP): \$ _____.

ALP in Words _____

Annual Lease Payment Increase Percentage (PIP) _____%

PIP in Words _____

Percentage of Rent from Sub-tenants/Co-locators
Offered to Town (Sub-lease Rent Percentage) _____%

Sub-lease Rent Percentage in Words _____

Annual Sub-lease Payment Rent Increase Percentage _____%

Sub-Lease PIP in Words _____

Location #2 – Behind Hamilton Public Safety Building at 265 Bay Road (Assessors Map No. 56 – Parcel #32 (with possibly 32B))

B. Minimum Annual Rent from Respondent:

Annual Lease Payment (ALP): \$_____.

ALP in Words _____

Annual Lease Payment Increase Percentage (PIP) _____%

PIP in Words _____

Percentage of Rent from Sub-tenants/Co-locators Offered to Town (Sub-lease Rent Percentage) _____%

Sub-lease Rent Percentage in Words _____

Annual Sub-lease Payment Rent Increase Percentage _____%

Sub-Lease PIP in Words _____

This form must bear the signature of the Respondent or the authorized agent of the Respondent. If the Respondent is a corporation or partnership, a duly authorized officer of such corporation or partnership must sign the Proposal.

Printed Name of Respondent

Printed Address of Respondent

By: _____
Authorized Signature of the Respondent

Date: _____

Printed Name and Title of Person Signing the Proposal

Phone

Did you remember to include with your Proposal?

- A. Certificate of Authority.
- B. Disclosure of Beneficial Interest Form.
- C. Certificate of Non-Collusion and Tax Compliance
- D. Submit the Price Proposal in a Separate Sealed Envelope.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ (Name of Corporation)
held on _____ at which all the Directors were present or waived notice, it was voted
(Date)

that _____ of this
(Name) (Officer/Title)
company be hereby authorized to execute contracts and bonds in the name and on behalf of said
company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this
company's name on its behalf of such _____ under seal of the
company, shall be valid and binding on this company. (Officer)

A TRUE COPY,

ATTEST: _____
(Signature & Title)

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Officer Name) (Title)

of this company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

(Signature & Title)

(Typed Name and Title)

(Date)

Subscribed and sworn before me
this _____ day of _____, 20____.

Notary Public

Notary Seal

My Commission Expires _____

DISCLOSURE OF BENEFICIAL INTEREST FORM

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, 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

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 individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal

Name of business

SAMPLE TELECOMMUNICATIONS LEASE AGREEMENT

This Lease ("Lease") dated _____, 2015 between, _____ ("LESSEE"), having its principal place of business at _____, and the Town of Hamilton, Massachusetts, by and through its Board of Selectmen, a Massachusetts municipal corporation ("LESSOR"), having its principal place of business at _____.

1. The Site(s). LESSOR is the record owner of a certain parcel of real property located in the Commonwealth of Massachusetts, Essex County, Town of Hamilton, and more particularly shown as Town Hall Rear Parcel, as shown on the Town Assessor's Map 49 – Parcel #23. Additionally to be considered and offered for lease is the Public Safety Building Rear Parcel, as shown on Map 56 – Parcel #32 and possibly 32B.

2. Lease of the Premises.

(a) Premises.

LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR, that portion of the Site generally described as follows:

Real property consisting of approximately _____ square feet of space, as indicated in Exhibit A to this Lease (the "Premises"). LESSOR and LESSEE hereby agree that the Premises, including any Access and Utility License Area (as defined below), shall be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey description shall then supplant the document now included in Exhibit A, and shall become a part hereof as if initially appended hereto, and shall control as the description of the Premises and Access and Utility License Area in the event of any conflict or discrepancy between such survey description and the description of the boundary of the Premises contained in this Lease at the time of its execution.

Upon the Premises, the LESSEE is permitted to construct, install, operate and maintain a Personal Communications System, or PCS (defined below) in accordance with the terms of this Lease. LESSEE may use the Premises only for the construction, installation, operation and maintenance of the PCS (see also § 6 of this Lease regarding use of Premises).

"PCS" shall be defined as a telecommunications tower/structure and supporting ground equipment, antenna array and related equipment, including, but not limited to, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelter, back-up power sources (e.g., generators) and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements.

The PCS shall be installed at such locations as have been approved by the LESSOR and as are shown on Exhibit A.

(b) LESSEE Improvement.

The initial installation of the PCS, and any subsequent alteration thereof, shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, including, but not limited to, LESSOR's bylaws, all of which are incorporated herein by reference, and in accordance with the plans approved by LESSOR in accordance with the procedures set forth below, and the installation, and any subsequent alteration thereof, shall not interfere with the use by LESSOR (or other of LESSOR's tenants) of the Premises.

Prior to commencing the installation and construction of the PCS, or any alteration or modification of the PCS at the Premises after the initial installation, LESSEE must obtain LESSOR's approval of such installation, alteration or modification, which approval shall not be unreasonably withheld. To that end, LESSEE shall, before commencing any such work, submit to LESSOR all designs and plans showing the intended work (the "Plans"), except where LESSEE intends merely to replace existing equipment with equipment of substantially the same size, resulting in no appreciable modification to the PCS, and for which no designs or plans exist, in which event a written description of the intended replacement will suffice. LESSOR shall review the Plans or description and return any written comments to LESSEE with reasonable promptness after LESSOR's receipt of the Plans or description from LESSEE. If LESSEE receives comments from LESSOR requesting modifications to the Plans or description, LESSEE shall revise the Plans and description and resubmit them for LESSOR's review and approval. Following LESSOR's approval of the Plans, LESSEE shall obtain all necessary government approvals and permits prior to commencing construction and installation and shall provide LESSOR with written notice sufficiently in advance of the start of construction such that LESSOR may, if it so chooses, maintain a presence at the Site during the work. LESSOR will reasonably cooperate with LESSEE with respect to obtaining any such governmental approvals and permits. All LESSEE's contractors and subcontractors shall be duly licensed and insured in the Commonwealth of Massachusetts.

3. Rent

(a) Base Rent.

LESSEE shall pay to LESSOR as base rent a total annual fee of \$_____, due and payable in equal monthly installments on the first day of each month, in advance, commencing on the Commencement Date (as hereinafter defined). Rental payments shall increase by three percent (3%) each year of the initial term and any additional term effective upon each anniversary of the Commencement Date.

(b) Co-Location Fee.

LESSEE shall allow collocating wireless communications carriers to co-locate on Lessee's PCS, and for each such co-locator shall pay to LESSOR a fee equal to _____% percent of the total amount of the gross rental charge assessed to each and every co-locating user (the "Co-

location Fee”). The Co-location Fee shall increase by ____% percent each year per co-locator over the term of the Lease. LESSEE shall seek out, and pursue all negotiations with, potential co-locating users in good faith and with reasonable diligence in an attempt to maximize the revenues from co-location use, and shall regularly provide certified documentation to the LESSOR identifying the total revenue received from each co-locating user, as the LESSOR may reasonably request from time to time.

(c) Utility Charge.

LESSEE shall install separate utility meters at the Premises and, when permitted by servicing utilities, LESSEE shall be responsible for obtaining all utilities necessary for LESSEE's use of the Premises and shall be responsible for, and promptly pay to the appropriate utility companies, all charges for electricity and other utilities used or consumed by LESSEE on the Premises. LESSOR will reasonably cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including the signing of license or similar instrument reasonably required by the utility company, subject to any approvals required by any state and local laws and regulations.

In the event utilities are provided by LESSOR, LESSEE shall pay additional rent equal to the cost of utility service provided to the Premises and attributable to LESSEE's use at utility company rates as charged to LESSOR (“Utility Charge”). LESSEE shall pay the estimated cost of any Utility Charge monthly in advance together with the monthly rent, following construction of the PCS. At least annually during the Lease Term, LESSOR (or, at LESSOR's election, LESSEE) shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on readings from the utility meters at the Premises and on the rate currently charged by the applicable utility. Any excess amounts paid by LESSEE will be credited to LESSEE's next due Utility Charge, and any shortage shall be paid by LESSEE to LESSOR within twenty (20) days of notice of such calculation. Upon the first anniversary of the Commencement Date, and on each such anniversary thereafter, at the LESSOR's or LESSEE's option, the estimated Utility Charge paid monthly by LESSEE may be increased or decreased to equal the average actual Utility Charge paid per month for the preceding year, as reasonably determined by LESSOR.

4. Term of Lease. The Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term of this Agreement shall be twenty (20) years (the “Initial Term”) commencing on the Commencement Date (as hereinafter defined). The term, if not extended as provided for in this paragraph, shall terminate on the tenth anniversary of the Commencement Date (the “Term”) unless otherwise terminated as provided in Paragraphs 10 or 11. Unless LESSOR shall send notice of its intention not to renew at least one hundred eighty (180) days prior to expiration of any given Term, LESSEE shall have the right to extend the Term for two (2) successive five (5) year periods (the “Renewal Terms”) on the terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew at least one hundred eighty (180) days prior to commencement of the succeeding Renewal Term.

5. Commencement Date: The initial term of this Lease shall commence on that date (the “Commencement Date”) which is the earlier to occur of the following:

- (a) the first month following LESSEE's notice to LESSOR in writing that LESSEE has obtained all permits and approvals necessary for LESSEE to be legally entitled to construct the PCS, or
- (b) three (3) months following execution of this Agreement by both parties.

6. Use of the Premises. LESSEE shall use the Premises only for the purpose of installing, operating, modifying, maintaining and removing the PCS. LESSEE shall not use the Premises for any other purpose without the advance written consent of LESSOR. LESSEE shall have the right to make, install, replace or modify any improvements on the Premises as it deems necessary from time to time for the operation of the PCS system, providing such improvements are made in accordance with the provisions of this Lease.

7. License. LESSOR hereby grants to LESSEE for the duration of this Lease or any extensions thereof, an unimpaired, nonexclusive license in and over the Site in the location(s) shown on Exhibit A for reasonable access to the Premises, and to the appropriate source of electric and telephone facilities (collectively the "Access and Utility License Area"). LESSEE will have access to the Premises and the Access and Utility License Area twenty-four (24) hours per day, seven (7) days per week, provided, however, that LESSEE shall give LESSOR 48 hours advance written notice before accessing the Premises and Access and Utility License Area, except for emergencies, in which event LESSEE may provide notice to LESSOR orally, and as early as practicable. To the extent that an easement is required by any utility company in order to provide utility service to LESSEE at the Premises, and LESSOR is unable or unwilling to obtain the necessary approvals to grant such easement(s), LESSEE may terminate this Lease upon written notice to LESSOR. LESSEE understands and agrees that the acquisition of an easement may require, and be subject to, the vote of Town Meeting.

8. Protection Against Interference.

- (a) LESSEE shall operate the PCS in a manner that will not cause electrical or physical interference to LESSOR or other lessees or licensees of the Site, provided that their installations predate that of the PCS. All operations by LESSEE shall be in compliance with all applicable laws and regulations of governmental bodies with jurisdiction over the Premises and the PCS including without limitation all FCC requirements, all FAA requirements and regulations of the Massachusetts Department of Public Health ("DPH"). LESSEE shall have the right and shall be required to make any necessary postings as required by the FCC, FAA or DPH.
- (b) Subsequent to the installation of the PCS, LESSOR shall provide LESSEE with notice of any proposed installation of additional communication antennae on the Site. Such notice shall include technical information from the party proposing such installation sufficient for LESSEE to determine whether the installation will interfere with LESSEE's operation. LESSEE shall advise LESSOR within twenty (20) days of receipt of such notice whether, in LESSEE's opinion, the proposed use will cause any material and measurable interference with LESSEE's operation of LESSEE's PCS. LESSOR will not grant a Lease to any party for use of the

Site if such use could not be accomplished without materially and measurably interfering with LESSEE's PCS. LESSEE will not be required to modify the PCS to prevent interference with any subsequent communications uses of the Site so long as LESSEE operates the PCS reasonably and within its assigned frequencies and in compliance with all applicable rules and regulations of the Federal Communications Commission ("FCC").

- (c) Provided that LESSOR shall comply with the terms, covenants and conditions of this Lease, this Lease shall not prohibit LESSOR from leasing space on the Site, including to direct and indirect competitors of LESSEE, for uses similar to the permitted use hereunder and, further provided that it shall not in any way diminish the exclusive nature of the Premises, LESSEE rights under this Lease or result in any increased cost or expense to LESSEE, LESSEE agrees to reasonably cooperate with LESSOR regarding the location of such other direct competitors of LESSEE on the Site.

9. Damage and Destruction. If the Premises are, in whole or in part, damaged or destroyed, the following shall apply:

- (a) if the Premises are wholly damaged or destroyed such that the Premises are rendered permanently unusable for reconstruction of a PCS, LESSEE may terminate this Lease, in which event LESSEE shall be liable for the rent only up to the date of such destruction and rent prepaid by LESSEE for any period beyond the date of such destruction shall be returned to LESSEE; but
- (b) if the Premises are only partially destroyed, LESSEE shall, with reasonable diligence and within a reasonable time, repair the PCS, and shall be eligible for a pro rata reduction of rent from the time of such partial destruction until the PCS is reconstructed; provided however that LESSEE shall not be required to rebuild the PCS if (1) such partial damage or destruction shall occur within the six (6) months prior to the termination of the then-current term of this Lease or (2) the reasonably diligent repair and restoration of such damage and destruction shall take more than ninety (90) consecutive days to complete from the date such repair and restoration is commenced.
- (c) LESSOR shall not be required to make any repairs to the Premises or Site unless such repairs shall be necessitated by reason of the default or neglect of LESSOR.

10. Termination by LESSEE. LESSEE may terminate this Lease upon the giving of thirty (30) days prior written notice to LESSOR if any of the following events occurs:

- (a) Failure by LESSEE to obtain and maintain, through no fault of its own, any necessary permits, approvals or orders to construct, operate and/or maintain the PCS; or
- (b) Failure by LESSOR to comply with any material term, condition or covenant of this Lease, if such failure is not cured within sixty (60) days after written notice

thereof to LESSOR, or in the event of a cure which requires in excess of sixty (60) days to complete, if LESSOR has not commenced such cure within sixty (60) days of such notice and is not diligently prosecuting said cure to completion.

Upon termination, all prepaid rents will be retained by LESSOR unless such termination is a result of LESSOR's default.

11. Termination by LESSOR. LESSOR may terminate this Lease upon occurrence of any of the following:

- (a) Failure by LESSEE to pay any rent required hereunder when due, if such failure shall continue for more than twenty (20) calendar days after delivery to LESSEE of written notice of such failure to make timely payment; or
- (b) Failure by LESSEE to comply with any material term, condition or covenant of this Lease, or the failure to comply with any condition of any permit, license, special permit or approval granted to LESSEE, or its agents or assigns authorizing and permitting the intended use and/or structures necessary thereto, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice thereof to LESSEE, or in the event of a cure which requires in excess of thirty (30) days to complete, if LESSEE has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion; or
- (c) Failure by LESSEE to secure and maintain at least one (1) wireless communications carrier to install and operate antennae on the PCS. Such antennae may be owned and operated by LESSEE or one or more co-locator(s)/sub-tenant(s) of LESSEE.

12. Warranty of Title and Quiet Enjoyment. LESSOR warrants and covenants that LESSOR is the legal owner of the Premises, and has legal right to possession of the Premises and the power and the right to enter into this Lease, and that the person signing this Lease has the authority to sign, and that LESSEE, upon the faithful performance of all the terms, conditions and obligations of LESSEE contained in this Lease, will be permitted by LESSOR to peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extension thereof.

13. Liability and Indemnification. LESSEE shall indemnify and hold LESSOR and LESSOR'S boards, commissions, officers, employees and agents (collectively, the "Lessor Entities") harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from (a) the negligent construction, operation, maintenance of the PCS or LESSEE'S negligent use of the Premises and (b) the negligence, acts or omissions of LESSEE or LESSEE'S agents or employees in or about the Site. The duties described in Paragraph 13 survive termination of this Lease. Indemnified expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorney's fees and other legal costs and expenses and consultant fees, and shall also include the reasonable value of any services

rendered by the LESSOR'S Counsel. LESSEE'S obligation to indemnify, hold harmless, release and defend the LESSOR shall not be limited by the requirement for, or existence of, insurance coverage. LESSEE, its counsel, and its insurer shall have a duty to cooperate with the LESSOR and its Counsel in connection with any matters that fall within the scope of this indemnification requirement, which requirement shall survive the termination or expiration of the Lease.

14. Insurance. LESSEE shall, at its sole cost, obtain and maintain throughout the term of this Agreement and during any extensions thereof;

- (a) Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence, \$3,000,000 aggregate;
- (b) Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence;
- (c) Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage;
- (d) Umbrella Liability insurance following the same form as the underlying commercial general liability, auto liability and employer's liability with limits not less than \$5,000,000.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates of insurance and copies of policies shall be delivered to LESSOR at or prior to the commencement of the Lease, and certificates of renewals or replacements thereafter shall be furnished to LESSOR prior to the expiration date of such insurance policy. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the effective date of any cancellation or non-renewal of any required coverage that is not replaced. Upon failure to so provide such substitute policies, the LESSOR may secure equivalent insurance coverage and the LESSEE shall, upon demand, pay the total premium charges thereon either directly to the insurance companies or reimburse the LESSOR for the reasonable premiums if paid by the LESSOR.

LESSEE shall require any and all co-locator(s)/sub-tenant(s) to carry and maintain the types of insurance policies and amounts consistent with the

15. Title To and Removal of LESSEE'S Equipment. Title to LESSEE'S equipment installed at and affixed to the Premises by LESSEE shall be and shall remain the property of LESSEE. Upon advance written notice to LESSOR, LESSEE may, at any time, including any time it vacates the Premises, remove LESSEE'S equipment, fixtures, and all of LESSEE'S personal property from the Premises. Provided, however, that, LESSEE shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond LESSEE'S control excepted.

16. LESSEE'S Responsibility to Discharge Liens. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or LESSEE'S interest under this Lease, or any part thereof, with respect to the performance of any labor or the furnishing of any materials to, by or for LESSEE or anyone claiming by, for or under LESSEE, LESSEE, within ninety (90) days after receipt by LESSEE of notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If LESSEE shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, LESSOR may, if such lien shall continue for fifteen (15) days after notice from LESSOR to LESSEE, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings or otherwise. Any amount so paid by LESSOR and all costs and expenses incurred by LESSOR in connection therewith, together with interest at the prime rate as published in the Wall Street Journal from the respective dates of LESSOR'S making of the payment or incurring of the cost and expense, shall constitute additional rent payable by LESSEE under the Lease and shall be paid by LESSEE to LESSOR on demand.

17. Remedies. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

18. Holding Over. If LESSEE holds over after this Lease has been terminated the tenancy shall be month to month, subject to the provisions of the Lease.

19. Surrender. Upon the expiration of this Lease, LESSEE shall remove the PCS and other improvements and equipment installed at the Premises by LESSEE, and shall surrender the Premises in as good order and condition as when first occupied by LESSEE, normal wear and tear excepted. LESSEE shall, on or before the Commencement Date of this Lease, obtain and maintain a "removal bond" in favor of LESSOR in an amount sufficient to secure the completion of the restoration of the Premises, but no less than \$50,000. Upon LESSEE'S surrender of the Premises any equipment and/or structures remaining thereon shall become the property of LESSOR after thirty (30) days have expired.

20. Assignment and Subletting. LESSEE shall not assign, sublet or otherwise transfer or encumber all or any part of LESSEE'S interest in this Lease without prior written consent of the LESSOR; provided, however, LESSEE shall have the right to assign its rights under this Lease to any of its subsidiaries or successor legal entities or to any entity acquiring substantially all of the assets of LESSEE without the prior consent of LESSOR, provided, however, that LESSEE gives LESSOR advance written notice of such an assignment, and provided further that such subsidiary or successor certifies in writing in advance that it is in good standing in Massachusetts, is licensed by the FCC, and is ready, willing and able to

assume all obligations under this Lease.

21. Notices and Other Communications. Every notice required by this Lease shall be delivered by postage prepaid return receipt requested, certified mail, addressed to the party for whom intended at the address appearing in the first paragraph of this Lease or at such other address as the intended recipient shall have designated by written notice. A copy of each notice sent to LESSEE shall be sent to

22. Hazardous Substances. LESSEE agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within the Site in violation of any law or regulation. LESSEE agrees to defend, indemnify and hold LESSOR, its officials, agents and employees harmless from and against any and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees and court costs, to the extent caused by any use, generation, storage or disposal of any hazardous materials on, under, about or within the Site by LESSEE. As used in this paragraph, "hazardous material" means petroleum products and asbestos; any substance known to cause cancer and/or reproductive toxicity; and any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

23. Limitation of Liability. LESSOR shall not be liable to LESSEE or any of LESSEE'S agents, representatives, employees, subtenants or assigns for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the LESSOR, nor any participant with the LESSOR, shall be personally liable to LESSEE hereunder, for any of LESSOR'S obligations, LESSEE hereby agreeing to look solely to the assets of LESSOR for the satisfaction of any liability of LESSOR hereunder.

24. Waivers. Any waiver of any right under this Lease must be express and unequivocal, and must be in writing and signed by an authorized representative of the waiving party.

25. Entire Agreement/Amendments. This Lease (including the exhibits thereto) and Request for Proposals issued by the Town of Hamilton is the entire understanding between the parties relating to the subjects it covers. Any amendments to this Lease must be in writing and executed by both parties.

26. Taxes. LESSEE shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the PCS. LESSEE shall pay as additional rent any increase in real property taxes levied against Premises which are directly attributable to LESSEE's use of the Premises.

27. Severability. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected, unless such invalidity or

unenforceability materially and adversely affects the rights of a party to this Lease, in which event such party affected may terminate the Lease.

28. Condemnation. In the event that LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide notice of the same to LESSEE. If a condemning authority takes all of the Property, the Agreement shall terminate as of the date the title vests in the condemning authority.

29. Choice of Law/Jurisdiction. This Lease and any disputes arising thereunder shall be subject to the laws of the Commonwealth of Massachusetts, and any proceedings to adjudicate disputes between the parties hereto shall be brought in Essex County Superior Court in Massachusetts, to whose jurisdiction the parties hereby assent.

30. Subject to Town Meeting Approval. This Lease is contingent upon and subject to full approval of this transaction by a duly constituted Town Meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES ON FOLLOWING PAGE]

**Town of Hamilton, by and through
its Board of Selectmen And Town Manager**

By: _____
Name:
For the Board of Selectmen

By: _____
Town Manager

LESSEE

By: _____
Name:

EXHIBIT A

Site Plan/Legal Description

Site situated in the Town of Hamilton, County of Essex, Commonwealth of Massachusetts, and located at _____ 577 (rear) Bay Road on Assessor's Map No.49 - Lot 23, and more particularly described below.

Site situated in the Town of Hamilton, County of Essex, Commonwealth of Massachusetts, and located at _____ 265 (rear) Bay Road on Assessor's Map No. 56 – Lot 32 (and possibly 32B) and more particularly described below.

Legal Description:

A portion of that certain real property described in a Deed dated _____, recorded on _____ in Book _____, Page _____ of the _____ County Registry of Deeds.

A portion of that certain real property described in a Deed dated _____, recorded on _____ in Book _____, Page _____ of the _____ County Registry of Deeds.

Sketch of Site:

SEE PLANS/DRAWINGS ATTACHED HERETO AND INCORPORATED HEREIN.