



**SELECT BOARD  
AGENDA  
Tuesday, August 22, 2023  
7:00pm**

*Rich Maiore, Erin McBee, Kara McGuire Minar, Don Ludwig, Charles Oliver*

Pursuant to Chapter 2 of the Acts of 2023, An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects, and signed into law on March 29, 2023, this meeting will be conducted via remote participation. Interested individuals can listen in and participate by phone and/or online by following the link and phone number below.

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Aug 22, 2023, 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87580506273?pwd=bXNXd1hHbEk3Zmk2TDdTWGN1d0tOdz09>

Meeting ID: 875 8050 6273

Passcode: 172285

One tap mobile

+13126266799,87580506273# US (Chicago)

+16469313860,87580506273# US

Dial by your location

Find your local number: <https://us02web.zoom.us/u/ki7EpLkjt>

**AGENDA ITEMS**

- 1) Call meeting to order – Chair Rich Maiore
- 2) One-Day Liquor Licensing Hearing – Lost Shoe Brewing (7:00)
- 3) Close the Dog Hearing held on August 8, 2023, and finalize the decision (7:10)
- 4) Public Communication (7:20)
- 5) Approve minutes July 14 (correction from the last meeting) (7:25)
- 6) Staff Report/Updates (7:30)
- 7) Action/Discussion Items: (7:40)
  - a) Appointment of Greg Newman as Constable (3yr) & Abbe Besse as School Dept Rep on the Open Space Committee (3yr w/expiration in 2024)
  - b) Act on resident request for horse crossing signs on Bolton Road
  - c) Review and discuss non-resident appointment policy
  - d) Review and act on cell tower bid documents
- 8) Select Board Reports

***Next Regular Select Board Meeting  
Tuesday, September 5, 2023  
7:00pm***



# TOWN OF HARVARD

## GENERAL LICENSE APPLICATION

Please check all boxes that apply:

- One Day Liquor License \$50.00
- Farmers Market License \$50.00
- Carry-In (BYOB) For Common Victualler \$100.00
- Common Victualler License \$50.00
- Entertainment License \$50.00
- Entertainment License \$100.00  
With Carry-In (allows patrons to bring in beer and/or wine)

Melynda Gallagher

September 2, 2023

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**Applicant**

**Date**

Lost Shoe Brewing and Roasting Company

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**Business Name**

**DBA (if different)**

19 Weed Street

508-479-8111

melynda@lostshoebrews.com

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**Street Address/PO Box**

**Telephone**

**Email**

Marlborough

MA

01752

---

**City/Town**

**State**

**Zip**

The licensed premises, activity, or equipment shall be located at the following address:  
(include what zoning district the business will be in)

58 Old Mill Road - Harvard Alpaca Ranch

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This license is requested for the following expected hours of operation and days of the week.

Saturday 5-9PM

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Describe activity in the space below details of the license you're applying for (include any floor plan, if necessary):

Alpaca beer tasting event. Ticketed event at Harvard Alpaca Ranch with approximately 25-40 attendees. Food will be available and we will sell our beer directly to attendees that are 21+.

DECISION  
RE: DOG COMPLAINT

Complainant: Elizabeth “Libby” Levison  
15 Old Shirley Road  
Harvard, Massachusetts 01451

Keepers: Kristopher Osgood and Kelley Osgood  
77 Old Shirley Road  
Harvard, Massachusetts 01451

Owners: Cody Osgood and Jennifer Rulka  
77 Old Shirley Road  
Harvard, Massachusetts 01451

Location of Complaint: Old Shirley Road at approximately #77

**PROCEDURAL SUMMARY**

The Harvard Select Board received a dog complaint from Libby Levison on July 12, 2023 making complaints about a vicious attack on her person by two dogs named Milo and Otis owned by Cody Osgood and Jennifer Rulka, and currently staying with family at 77 Old Shirley Road. The owners of 77 Old Shirley Road are Kristopher and Kelley Osgood who are, under Massachusetts General Laws, the Keepers of the two dogs. Milo is approximately 2 years old, male, neutered, predominantly a Treeing Walker Coonhound, weighing approximately 20 to 50 pounds per his rabies certificate (see attached). Otis is approximately 4 years old, male, neutered, predominantly a Rhodesian Ridgeback, weighing over 50 pounds per his rabies certificate (see attached). Ms. Levison wrote what had happened to her on June 23, 2023 and her letter is attached. On August 8, 2023 the Select Board conducted a hearing to investigate the complaint of Libby Levison. Present at the hearing were Animal Control Officer Paul Willard, Libby Levison, Kristopher Osgood, property owner of 77 Old Shirley Road and Keeper of the dogs; and Cody Osgood and Jennifer Rulka, of 77 Old Shirley Road and owners of the dogs.

The Chair opened the hearing and noted that the Board had received and read the complainant and that it was received on July 12, 2023. Ms. Levison testified and said it was on in the complaint. She added that she was a very capable individual but could not fight off the two dogs that attacked her. Animal Control Officer Paul Willard informed the Board that since receiving the call he has worked with Mr. Osgood and Ms. Rulka who have put up an additional fence with a self-locking gate with two locks. He informed the Board that the work that had been done was appropriate and acceptable to him.

Cody Osgood informed the Board that he and Jennifer were extremely upset over what had happened to Ms. Levison and that the dogs had never done anything like this before. Ms. Rulka explained to the Board that they were going to cover Ms. Levison’s medical bills and again are greatly sorry this happened to her.

Members of the Select Board asked various questions and received answers accordingly (see copy of the meeting minutes).

The following documents were accepted into the record by the Board of Selectmen:

- A) Letter of Complaint – Libby Levison – July 12, 2023
- B) Harvard Police Department Incident Report
- C) Report of the Harvard Ambulance Service
- D) Copy of Letter sent to Kristopher and Kelley Osgood on July 14, 2023 and signed for on July 19, 2023
- E) Copy of the August 8, 2023 Select Board Minutes

### **FINDINGS**

The Select Board discussed the issue and Select Board member \_\_\_\_\_ said (s)/he is ready to declare the dogs (Milo and Otis) as dangerous dogs. The other board members concurred. Select Board member \_\_\_\_\_ moved and it was seconded by \_\_\_\_\_ to declare Milo and Otis dangerous dogs.

Based on the testimonial and documentary evidence presented at the hearing, the Board finds that:

- A) Milo and Otis attacked, without provocation, Ms. Levison in the roadway near 77 Old Shirley Road on June 23, 2023.
- B) Ms. Rulka and Mr. Osgood agreed and admitted that Milo and Otis did attack Ms. Levison.
- C) The dogs (Milo and Otis) are owned by Jennifer Rulka and Cody Osgood and are housed at Kristopher and Kelley Osgood's (the Keepers") property located at 77 Old Shirley Road, and have been there since April 2023 and were also there at the time of the attack (June 23, 2023).

### **CONCLUSION**

The Board held deliberations at its meeting of August 22, 2023 and concluded that Milo and Otis did in fact attack Ms. Levison and that the attack was not provoked.

### **DECISION**

At its meeting on August 22, 2023, the Select Board voted to issue the following order relative to the dogs (Milo and Otis) located at 77 Old Shirley Road, owned by Cody Osgood and Jennifer Rulka and housed at the property owned by Kristopher and Kelley Osgood.

- A) That the dogs, Milo and Otis, be confined to the Osgood property and that the property be double fenced (at least 4 feet high) with a self-locking gate with double locks.
- B) The keepers/owners must make it so the dogs cannot see people walking in the roadway from the fenced in area.
- C) When off of the property, both dogs must be on leashes that measure 6 feet or less in length (no retractable leashes are allowed), muzzled, harnessed, and accompanied by an adult capable of handling one or both dogs at a time.
- D) Upon completion of behavior training, a letter from the dog trainer stating that Milo and Otis successfully passed the class.

E) Should either of the dogs be found off the property at anytime and is/are not leashed, muzzled, harnessed, and controlled by a capable adult, there will be a fine of \$500 for the first offense and the fence will be required to be increased to five feet. Any other off property infraction, after the first offense, the Dog Officer will be charged with confiscating the dog(s) and having it/them euthanized.

**VOTED:** \_\_\_\_\_ in favor and none against.

DRAFT

**Entertainment License Application**  
**Pursuant to M.G.L. c. 140, §183A**  
(Only if you are applying for an entertainment license)

**Please check all that apply:**

*Dancing:* By Patrons \_\_\_\_\_ By Entertainers \_\_\_\_\_ No Dancing

*Music:* Recorded \_\_\_\_\_ Juke Box \_\_\_\_\_ Live Music \_\_\_\_\_

Amplification System \_\_\_\_\_ No Music

*Shows:* Theatre \_\_\_\_\_ Movies \_\_\_\_\_ Floor Show \_\_\_\_\_

Light Show \_\_\_\_\_ No Shows

*Admission Charges:* Yes  No \_\_\_\_\_

If yes, how much (or submit an admission schedule) \_\_\_\_\_

*Other (Indicate Quantity):* Televisions \_\_\_\_\_ Video Games \_\_\_\_\_ Pool/Billiard Tables \_\_\_\_\_

Does the facility have a sprinkler system? Yes \_\_\_\_\_ No

**Please fully describe the proposed entertainment** (Type, dates, hours of operation, indoors/outdoors, number of maximum patrons/attendees, etc. You may also submit a separate narrative to answer this question in deeper detail if more space is required):

Outdoor event with alpacas, food and beer.

**In addition, please submit the required documentation as part of your application:**

1. Floor Plan of the proposed licensed premises;
2. Proof of adequate liability insurance (including alcohol insurance for on-premises liquor licenses)
3. Proof of Worker's Compensation Insurance certificate;
4. Adequate TIPS certified documentation only for proposed Manager of on-premises liquor licenses).

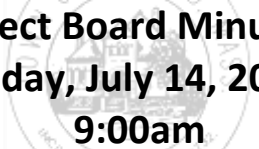
**I certify under pains of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law, and that all the information in this application are to the best of my knowledge true and correct.**

\_\_\_\_\_  
eSigned via SeamlessDocs.com  
*Melynda Gallagher*  
Key: ab2a3b788fedcc874eada3630da3055b

**Signature**

06-26-2023

**Date**



**Select Board Minutes**  
**Friday, July 14, 2023**  
**9:00am**

The Select Board Regular Meeting was held virtually in accordance with Chapter 2 of the Acts of 2023, An Act Making Appropriations for the Fiscal Year 2023 to Provide for Supplementing Certain Existing Appropriations and for Certain Other Activities and Projects, and signed into law on March 29, 2023, this meeting was conducted via remote participation.

**Select Board participants:**

Erin McBee, Charles Oliver, Don Ludwig, Kara Minar

Rich Maiore was absent. Vice Chair Erin McBee chaired the meeting

**Town Department participants:**

Town Administrator Tim Bragan, Assistant Town Administrator Marie Sobalvarro, Finance Director Jared Mullane and Executive Assistant Julie Doucet

**FY23 Year End Transfers (Attachment A)**

Jared Mullane shared a breakdown of the necessary transfers. He provided explanation on some of the notable items.

Kara Minar asked about funds allocated for an ARPA consultant. Mullane explained this funding is ongoing as annual reporting is required through 2026. She also asked what the cost for moving staff to the Hildreth House will be. Marie Sobalvarro said the estimate is \$3100 for a one day move.

Charles Oliver asked if these transfers would reduce our free cash. Mullane said it would not.

By a roll call vote, Minar – aye, Oliver – aye, Ludwig – aye, Mairoe – aye, the board voted unanimously to Ludwig approve transfers as highlighted by Finance Director Jared Mullane.

The meeting was adjourned at 9:15pm



Sheriffmuir Farm  
157 Bolton Rd  
Harvard, MA 01451  
sheriffmuirllc@gmail.com  
978-833-9510  
August 8<sup>th</sup>, 2023

To the Town of Harvard Select Board,

Subject: Proposal for Installation of Horse Crossing Signs

Dear Members of the Select Board,

As the proud operators of Sheriffmuir Farm, a prominent equestrian establishment in Harvard, we are writing to propose the installation of horse crossing signs at two strategic points along Bolton Road. Our facility houses numerous horses, and every day, our riders must safely navigate these roads while crossing between our barn and the surrounding trails and pastures.

**Background:**

Sheriffmuir Farm has been a cornerstone of the equestrian community in Harvard for over 20 years. We cater to riders of all ages and skill levels, and our picturesque trails and well-trained horses attract both locals and visitors seeking an enriching equestrian experience.

**Statement of the Problem:**

One of the main challenges we face is the potential danger our riders encounter while crossing Bolton Road. The lack of designated horse crossing signs poses significant risks to both our riders and passing motorists. Many motorists are unaware of the horses on the road and are not expecting to see them. Despite the utmost care taken by our riders, the absence of proper signage increases the likelihood of accidents or misunderstandings between horses and vehicles. There was another incident two weeks ago with a speeding car heading from Bolton that caused a horse with a rider to almost fall into the car, and ended up with the horse falling with the rider onto the pavement. We are one of three equestrian facilities on this road, all within the area of the proposed signs.

**Objectives:**

1. **Enhance Safety:** The primary objective of this proposal is to improve the safety of our riders, horses, and motorists by installing horse crossing signs at two critical crossing points on Bolton Road.
2. **Raise Motorist Awareness:** By installing clear and visible horse crossing signs, we aim to raise awareness among motorists about the frequent crossing of horses in the area, encouraging them to exercise caution and reduce speed when necessary.





**Proposal:**

We propose the installation of 30” diamond horse crossing signs on telephone poles at the following key locations:

1. Bolton Rd near Sheriffmuir Farm headed towards Bolton
2. Bolton Rd near Bower Springs headed towards Harvard Center

These locations have been chosen based on the high frequency of horse crossings and their proximity to our riding facility, as well as the other two riding facilities on Bolton Rd. The signs will be strategically placed at visible heights, ensuring their efficacy in alerting both riders and motorists. Please see attached map.

**Budget:**

The estimated cost for the installation of the horse crossing signs, including materials, labor, and any necessary permits, is \$350. As a responsible member of the community, we are willing to entirely fund the project cost.

**Conclusion:**

By installing horse crossing signs, we firmly believe that Harvard can demonstrate its commitment to safety and responsible equestrian practices. The collaboration between Sheriffmuir Farm and the Harvard Select Board will foster a safer environment for both our riders and the entire community. Together, we can create a secure and harmonious coexistence between equestrian activities and motor traffic.

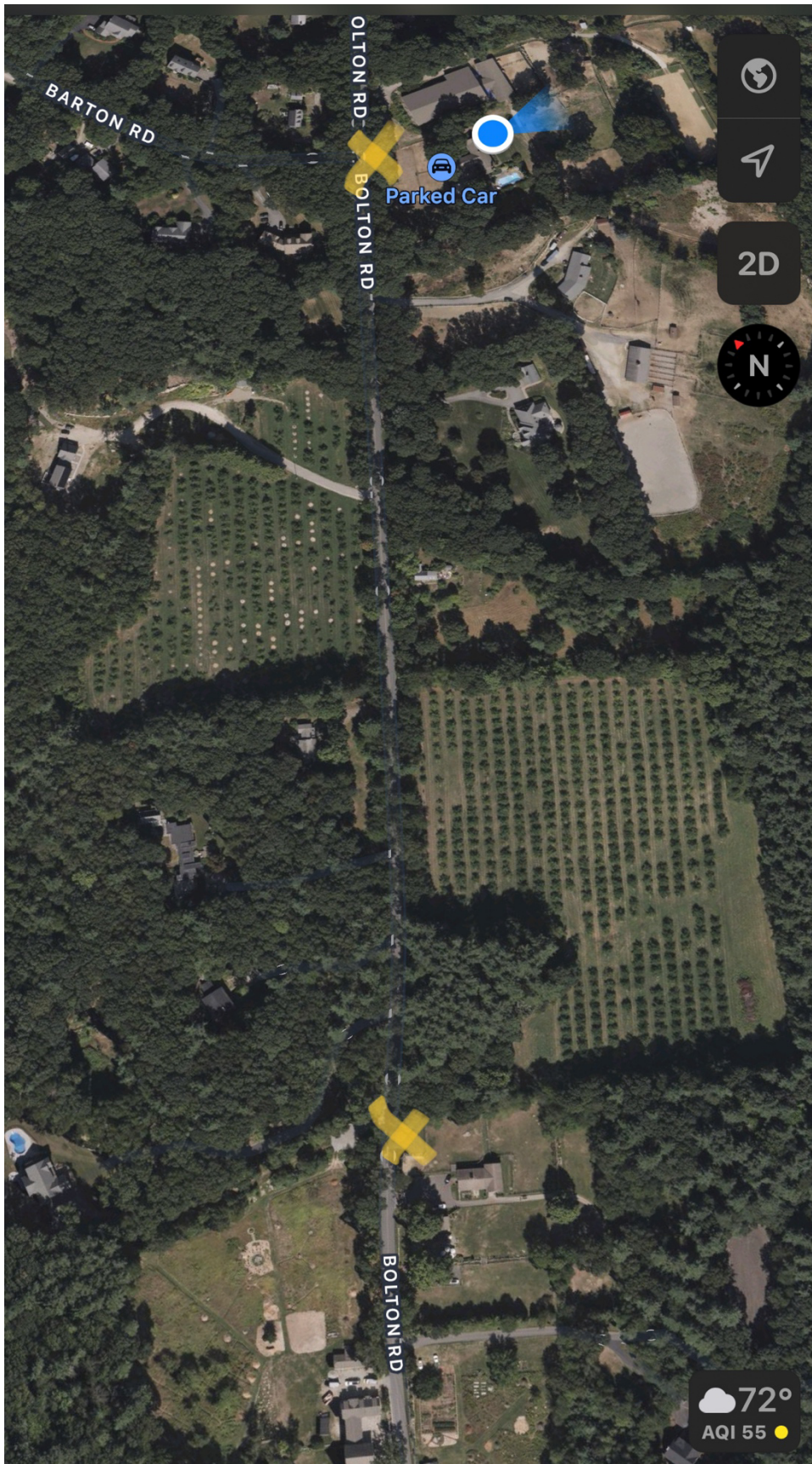
Thank you for considering our proposal. We eagerly await your positive response and are available to address any inquiries or provide further information as needed.

Sincerely,

Katherine and Stephen Rines  
Owners  
Sheriffmuir Farm



Sheriffmuir Farm



**TOWN OF HARVARD SELECT BOARD POLICY  
RE: APPOINTMENT OF NON-RESIDENT MEMBERS  
TO TOWN BOARDS AND COMMITTEES**

Where the appointment of members to Town boards, committees and commissions who are not residents of the Town of Harvard is permitted by state law and/or the Town's Charter and/or the Town Code, the appointing authority may, at its option, appoint members to such public bodies who are not residents of the Town, subject to the following conditions and limitations.

1.) Not more than one member of a 3-member board or committee or commission, or more than two members of a 5-member board or committee or commission, or more than three members of a 7-member committee or board may be non-residents, non-citizens voting members.

2.) Under no circumstances may there be a majority of the members of a Town board or committee or commission who are non-residents of the Town of Harvard.

3.) Non-resident appointees to such boards or committees or commissions may be employees of the Town of Harvard. It is understood that these employees are being appointed as volunteers and not paid member(s) of the board(s), committee(s), or commission(s) to which they are appointed.

4.) Prospective non-resident appointees must be present at meeting when they are appointed and must state whether or not they accept the appointment.

5.) Non-residents may not be appointed as members of the Planning Board or Zoning Board Appeals, but non-citizens who reside in the Town of Harvard may be appointed to these two land use boards.

Town of Harvard, Massachusetts

Invitation for Bids

from

Personal Wireless Service Providers or Infrastructure Providers

for

Lease of Land to Construct and Operate  
a Wireless Facilities Tower

at

The Town of Harvard  
Hildreth House Parcel

(“Town of Harvard Tower Facility IFB”)

August 30, 2023

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## I. Introduction

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The Town of Harvard (“Town”) is seeking bids from qualified providers of Personal Wireless Services (“Wireless Providers”) licensed by the Federal Communications Commission (“FCC”) and qualified Wireless Infrastructure Providers for the purpose of leasing Town land to develop and operate a wireless facilities tower with ground-level infrastructure occupying up to 2500 square feet (the “Site”), plus access and utility easements (collectively, the “Tower Facility”) for a period of up to twenty (20) years. The site is located on 15 Elm Street, Parcel 17C 036 (the “Parcel”).

The Town has determined that the Site is a prime location for wireless facilities. It is by the economic center of the Town. The area lacks adequate wireless service. The Site is on high ground. Town Meeting has approved the use of the Site, subject to the Select Board’s final approval. The Lessee is expected to charge Tenants at rates that are commensurate with the rates obtained in the region.

The Town seeks to enter a lease with a Successful Bidder for an initial term of 10 years, with two (2) 5-year options to renew.

The Town requires:

1. Base Rent: A bid amount of at least Twenty-five Thousand Dollars (\$25,000) per year in the first year.
2. Escalator: An annual escalator of at least two and one- half percent (2.5%).
3. Revenue Share Rate: A share of the Additional Revenue (see Definitions) to be paid to the Town, expressed as a percentage of Additional Revenue.

The Town reserves the right to: waive any provision(s) of this IFB, reject any or all bids, to accept any bid, or any part of a bid, or to do anything else it deems best in the interest of the Town, as set out in the Objectives in Section IV below.

Authorization for the Town to enter a lease pursuant hereto was granted by the Harvard Annual Town Meeting on May 14, 2022 (Article 22). Final authority to enter into a lease is with the Select Board.

“Lease Commencement” shall occur the first day of the month after the Successful Bidder has obtained a building permit, provided that in no event shall Lease Commencement occur later than December 1, 2024, unless waived by the town at its sole discretion or

Successful Bidder is still diligently pursuing the necessary permits and defending open appeal.

The Successful Bidder shall timely apply for and diligently pursue all zoning approvals required for its occupancy and use. If the Town is required to obtain any zoning approvals under the applicable zoning bylaw, the Town will apply for and pursue such zoning approval, which costs of prosecution incurred by the Town shall be reimbursed by the Successful Bidder and which approval shall then be a condition for any lease and sublease pursuant hereto. (A copy of Section 125-27 Personal Wireless Service Facilities of the Zoning Bylaws is attached here as **Appendix I**)

The Successful Bidder/Lessee shall be responsible for applying for all required governmental approvals necessary for the development and operation of the Tower Facility and each Wireless Facility attached thereto, and for vigorously and diligently defending on its own behalf all such governmental approvals granted to them for or at the Tower Facility, including any approvals, permits or licenses made by a board or commission of the Town (including a special permit from the Harvard Planning Board) which are challenged by a third party in any administrative agency or trial level court, unless otherwise directed by the Town. The Lessee is responsible for the Lessee's costs thereof, including any attorney fees and legal costs and expenses and/or consultant costs. During such appeal period, the Successful Bidder/Lessee does not have to make rental payments to the Town if the Lessee is unable to operate its Wireless Facility. In the event the trial court overturns the zoning board's decision, including the issuance of a special permit, the Lessee is not required to further defend the Special Permit and has no further obligation for or under the Lease.

The timelines for events are as follows. All dates are subject to change by Addendum. Additionally, all bids and bid prices shall remain firm and subject to acceptance by the Town until November 17, 2023 notwithstanding any date below.

Pre-Bid Conference October 2nd at 10:30 A.M.

Deadline for Bids: October 30, 2023 at 2:00 P.M.

Selection of Successful Bidder on or before November 2, 2023.

Site Plan Meeting – within fourteen (14) days of the selection of Successful Bidder.

Preliminary Site Plan by Successful Bidder – by December 7, 2023

Vote by the Select Board to enter into Lease – by November 07, 2023

Execution of Lease(s): Anticipated by January 8, 2024.



Lease Commencement: Per Section 1 above

## **II. Tower Facility, Site and Lease Term**

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1. The Site where the Tower Facility is to be located is adjacent to the Town of Harvard Hildreth House in the westerly portion of the parcel, which is wooded. The “Site” includes a lease area of up to 2500 square feet plus access and utility easements as necessary (See **Appendix A – Property** (including plan of the parcel)) for a monopole tower capable of supporting the macro-cell facilities of four wireless carriers. The height of the tower shall be no more than 135 feet above ground. The specifics of the Site development plan shall be negotiated between the Town and the Successful Bidder prior to executing the Lease. The parcel on which the Site are located is shown on the Town of Harvard’s Assessors’ Map No. 17C Parcel 36.

2. The parcel on which the Site is to be located is, and will remain, the locus of an active Town of Harvard public services building. Use of the Site shall not interfere with town use and operations.

3. The Site is in the Wireless Overlay District and outside the neighboring Historic District. The Hildreth House and potentially other buildings near the locus are more than 50 years old. The Successful Bidder is responsible for addressing any environmental, historic, archaeological, and tribal matters relating to the development of the Tower Facility. The Harvard zoning bylaw presently has a 105-foot height limit that is anticipated to require a variance, if the 135-foot height is determined to be necessary, unless the bylaws change before the initiation of permitting. Other variances or waivers might be necessary. Bylaws can be found at <https://ecode360.com/13697267>. A photo of a crane test near the Site is in Appendix A.

4. The Town makes no representations of any kind with respect to the Site, its adequacy to support the Tower Facility or prospective Tenants’ Wireless Facilities or its appropriateness for the intended use. Bidders will be permitted to inspect Town records relating to the Site and will have access to the Site to make visual inspections, perform surveys and/or radio tests, including crane tests, at their own expense, and otherwise to assure themselves that the Site will be suitable for the proposed Personal Wireless Service use, with the prior written approval of the Town which shall not be unreasonably denied. The Town shall have the right to set reasonable conditions regarding the time, place and manner of such inspections, surveys or radio tests.

5. The compound area around the Tower base may be up to 2500 square feet within a single polygon whose shape may be determined by such factors as facility visibility, environmental limitations (e.g. wetlands or geology), topography and usability for the intended purpose. It is the intention of the Town to preserve as much tree cover as possible

to provide maximum screening, particularly in the direction of the Town center. It has been determined by a crane test that the views from the center of Town are the most sensitive to the choice of location for the Tower and the protection of existing trees.

6. The Lease shall be for an initial term of ten (10) years. The Lease shall automatically extend for up to two (2) additional five (5) year terms, if the Lessee has not given the Town written notice to terminate at least six (6) months prior to the end of such term. In the event of such extension of the term, all terms and conditions of the Lease shall remain in full force and effect, including the annual two and one-half percent increase in the rental payment.

7. Lease Commencement may be delayed during an appeal by a third party or a zoning or building approval or permit if it prevents the Lessee from operating the Tower Facility during the appeal period. In such case, Lease Commencement occurs upon the favorable termination of such appeal. If such an appeal and required cessation of use occurs after Lease Commencement, the Lease term may be automatically extended for a period of time equal to the time of such delay.

8. The Town recognizes that the proposal is subject to zoning approval. To the extent that zoning approval requires a height that reduces the viability of the tower for four co-locators, the applicant may withdraw or renegotiate lease terms with the Town based on the reduced capacity.

9. The Site is suspected to have ledge that could affect construction. The Town makes no warranties with respect to conditions on the Parcel. The Town is open to modification of any lease requirements that are rendered infeasible by existing conditions, such as might be the case with underground utilities.

10. The Town expects that the visual impact of the project will be mitigated by the use of tree camouflage (a “monopine”). The final determination for leasing purposes will be made by the Town during the site-plan generation phase during which the Successful Bidder will be required to conduct a balloon test at the location of the tower and present photo-simulations to the Select Board for a decision.

11. The Town may request space for public safety radio antennas and equipment, on a space-available basis that does not conflict with up to four wireless tenants, at no cost to the Town. The primary interest is in enabling Nashoba Valley Regional Dispatch District (NVRDD) to operate from the Site. Details will be arranged at Lease negotiation. The costs of the equipment, installation and maintenance shall be covered by the Town (or NVRDD, as applicable).

### **III. Objectives**

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The Town's objectives in offering this IFB are to:

1. Continue the use of the Site for the Town uses and operations;
2. Enable the provision of Personal Wireless Services near the center of Harvard in a manner consistent with good planning and design, while reasonably limiting visual and environmental impacts;
3. Maximize revenue to the Town of Harvard, consistent with Objectives No. 1 & 2, above;
4. Provide an opportunity, consistent with objectives 1, 2 and 3 above, for Wireless Providers licensed by the FCC to provide Personal Wireless Services in Harvard, from the Tower Facility thereby reducing the need for additional towers at other locations in the vicinity of the Town center.
5. Provide for improved public safety communications, to the extent it does not interfere with the foregoing.

### **IV. Outcome of Process**

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Rule for Award: The responsive and responsible bidder with highest Total Value will become the Successful Bidder.

Upon execution of the Lease, which shall substantially conform with the model lease herein appended as Exhibit H, the Successful Bidder becomes the Lessee. If the Lessee is a Wireless Provider, the Lessee may operate a Wireless Facility at the Tower Facility at no additional charge. If the Lessee is a Wireless Infrastructure Provider, the Lessee may sublet one uniformly spaced aperture on the Tower and associated ground space to a First Tenant at no additional charge by the Town. The Tower Facility shall be designed and constructed to maximize the number of Personal Wireless Facilities that may occupy the Tower Facility as Tenants, up to the height limit authorized in zoning. It is the Town's expectation that a tower height greater than the current 105-foot limit may be necessary to enable multiple Wireless Providers to be Tenants and reduce the risk of needing more towers near the Town center area.

The Lessee shall be responsible for the safe and effective operation, maintenance and repair of the Tower Facility and common infrastructure, in accordance with the terms of this IFB. The Lessee shall also enforce in all sub-leases with Tenants compliance with the terms of the Lease and applicable law and regulations.

## V. Design and Related Requirements

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### 1. *Compliance with Applicable Law and Regulations*

The Lessee's proprietary and common infrastructure, wireless facilities, and all related installations shall be fully compliant with all applicable federal and state laws and regulations, including the Massachusetts Building Code, and with the bylaws and regulations of the Town, and shall not cause the Tower to be in non-compliance therewith.

### 2. *Tower and Antenna Mounting*

The dimensions color and appearance of the Tower, Antenna Arrays and/or other equipment are subject to the Special Permit authority of the Planning Board, which determination(s) shall be deemed a Lease requirement. This IFB is based on the presumption that a monopine of good quality shall be installed.

Changes or additions to a Lessee's or Tenant's installation shall be designed so that the Tower Facility remains within its inherent structural and spatial capacity and does not unfairly impede other Tenants or the Lessee from reasonable changes or additions of a commensurate degree. Lessee shall provide to the Town documentation, in advance, showing that any changes or additions or new attachments will comply with this requirement. This documentation is for the Town in its capacity as landlord and is separate from any requirements for zoning or building department authorizations.

### 3. *Ground Space and Equipment Shelters*

Equipment shelters are permitted at the Tower Facility provided they do not impede the reasonable co-location of other Wireless Providers on the site and satisfy zoning requirements for impacts, including without limitation visual and aesthetic.

### 4. *Personal Wireless Service Facilities Only*

Apart from services and equipment of the Town, pursuant to Paragraph 12, below, there shall be no services, equipment or storage at the Site, including on the Tower, other than are necessary to provide Personal Wireless Service from the Tower, unless otherwise authorized in writing by the Town in its sole discretion. The Tower Facility shall be unmanned. Subleasing Tenants may not further sublease their occupancies.

### 5. *Siting, Fencing, Grading and Landscaping*

The Site shall be positioned to minimize visual impacts in all directions, with particular attention to the ground-level view from the Hildreth House and its parking area and the skyline views from the center of town. The Successful Bidder shall coordinate site access and design with the Town. Driveway location, site clearing and tree removal shall be

carefully planned to maximize screening. The Site shall be fenced, screened, graded and landscaped in a manner that is respectful of the Tower Facility's residential and historic surroundings and shall comply with the requirements set forth in Section 125-27 of the Town's Zoning Bylaws. All cabinets, pads, equipment shelters, and equipment shall be screened from view to the greatest extent reasonably possible. Prior Lease Execution, an initial landscaping plan shall be subject to approval by the Town, which approval shall not be unreasonably withheld. The Town will allow the landscaping plan to be modified to satisfy the requirements of a Special Permit.

6. *Cable Routing*

Cable routing from the base station equipment to the Tower shall be neat and workmanlike, subject to any visual mitigations required under the Special Permit.

7. *Utility Needs*

Underground electrical and telecommunications utilities of sufficient capacity to serve all allowed uses on the Site shall be installed and maintained consistent with good engineering practices.

8. *Lighting*

External lighting at the Site shall be limited to that which is required to conduct emergency repairs and maintenance after dark, unless otherwise specifically authorized by the Town, and shall comply with the requirements set forth in applicable laws, bylaws and regulations. There shall be no exterior motion detection lighting unless specifically authorized by the Town.

9. *Signage*

There shall be no external signage at the Site by or for the Lessees, except if required by applicable law, or deemed, in the sole discretion of the Town, to be necessary for public safety. Customary safety and contact information signs may be posted on the compound fence in a neat, organized manner. The size, type, quality, shape and placement of any such sign shall comply with the requirements of Section 125-41 of the Town's Zoning Bylaws, and shall be subject to approval by the Town, which approval may be denied by the Town in its sole discretion. Nothing herein shall prohibit or restrict any Town signage on the Parcel

10. *Site Work and Time Limits on Routine Maintenance*

All site work shall be in compliance with all applicable laws, bylaws and regulations, including environmental requirements. No routine maintenance or construction/demolition shall be performed between the hours of 7:00 P.M. and 7:00 A.M.

11. *Noise*

Any equipment installed by Lessees shall comply with the noise requirements set forth in permits or approvals, including a Special Permit from the Harvard Planning Board, applicable laws, bylaws and/or regulations. Any noise-generating equipment installed at the Site shall incorporate technology that will achieve the quietest operation reasonably attainable, with the goal of the facility not being audible to neighboring parcels and outside Hildreth House and on its paved area.

12. *Town Use*

The Town shall have the right to use the Tower and the Site to accommodate communication antennas and associated equipment for the use by the police, fire and other departments of the Town, without charge, as long as it does not interfere with the operation and maintenance of the Personal Wireless Services of any Lessee. The Town shall be responsible for the cost of its equipment and its installation. It is anticipated that if such use is requested, it may include mounting one or more collinear (“whip”) antennas above the top of the structure and/or at lower elevations not to be occupied by wireless Tenants. Structural design shall include this possibility.

## **VI. List of Appendices**

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The following appendices are referenced in the sections below.

Appendix A Property

Appendix B Definitions

Appendix C Bid Submission Checklist

Appendix D Bid Form

Appendix E Bid Information Sheet

Appendix F Certificate of Tax Compliance

Appendix G Certificate of Non-Collusion

Appendix H Lease

## **VII. Bid Submission Requirements and Process**

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1. *Submission Checklist for Bidders*

A bid submission checklist is included as Appendix C as a convenience to bidders only. The Town is not responsible for errors or omissions in the checklist.

2. *Bid Form*

Bidders are responsible for accurately completing the Bid Form, attached hereto as **Appendix D**. (See Paragraph 10 below for Bid Form information.)

3. *Lease Signing Fee*

Every bid shall be accompanied by Lease Signing Fee in the amount of Seventy-five Hundred Dollars (\$7,500) in the form of a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company and payable to the Town, to partially defray some of the costs incurred by the Town in the IFB process. Upon lease execution with the Successful Bidder or termination of the IFB with no award, the lease signing fee will be returned to all unsuccessful bidders.

4. *Bid Deposit (performance guarantee) and Replacement Bidders*

The Lease Signing Fee shall also serve as a bid guarantee. A Successful Bidder that does not execute the Lease under this IFB shall forfeit its Lease Signing Fee, which shall be kept by the Town, and the next highest bidder becomes the Replacement Successful Bidder. The Lease Signing Fee of the Replacement Successful Bidder is then at risk until a Lease is executed, unless Town terminates the IFB process. In the appointment of a Replacement Successful Bidder, the Town will reasonably amend the schedule to afford any Replacement Successful Bidder time to negotiate and execute a Lease.

5. *Town's Contact Person*

The contact person for all information or questions regarding this IFB is:

Marie Sobalvarro  
Chief Procurement Officer  
Town Hall  
13 Ayer Road  
Harvard, MA 01451  
Telephone No.:  
978-456-4100 x330

E-Mail: [msobalvarro@harvard-ma.gov](mailto:msobalvarro@harvard-ma.gov)

*Addenda*

It is intended, but not guaranteed, that addenda will be e-mailed or otherwise provided/posted by the Town to all parties to whom an IFB has been issued. All Bidders are cautioned it is their responsibility to verify the number of addenda which have been issued and to secure any needed copies from the Town. Prior to submitting a bid, Bidders are encouraged to ask the Town Contact Person (above) for addenda they may not have

received. Failure to review all addenda prior to bid submission shall in no way relieve any bidder from the provision(s) of the addenda.

6. *Pre-Bid Conference*

A non-mandatory pre-bid conference will be held by the Town at the site of the Tower on at which time the bid process will be discussed, and any relevant questions will be responded to at that time or accepted for a later response. A site visit will be included.

7. *Site Visit*

In addition to the site visit at the above referenced Pre-Bid Conference, prospective bidders may visit the Site by making arrangements through the Town Contact Person.

8. *Examination and Interpretation of Documents in Invitation for Bids Process*

a. Each bidder shall carefully examine the IFB documents to obtain a thorough understanding.

b. The failure of any bidder to thoroughly examine the IFB documents or to visit and examine the Site shall in no way relieve it of any obligation with respect to its bid or any responsibility assigned it under the Lease.

c. Statements as to conditions, including plans, measurements, dimensions, calculations, estimates, encumbrances and location of structures, etc. are made solely to assist bidders. The Town does not guarantee or represent their accuracy. Each bidder must satisfy itself, by its own examination and research regarding all conditions affecting its interests and make its bid in reliance thereon.

d. Interpretation of the provisions of the IFB will be made by the Town, provided the Town determines such interpretation is of sufficient importance that a response is warranted, and such request is received with sufficient time available to reasonably respond to the inquiry. Requests for interpretation shall be in writing and sent to the Town Contact Person. Oral or telephone interpretations, if made, shall be strictly informal and not legally binding.

e. Bidders are required to communicate all errors and discrepancies found in the IFB, in writing, to the Town Contact Person.

9. *Form and Submission of Bids*

a. Bids must be submitted on the forms provided.

b. All blank spaces provided on the bid forms shall be filled in by type or ink and shall be legible. Where space is provided, sums shall be expressed both in words and in figures. In case of discrepancy between the two, the words shall govern.

c. No interlineation, additions, alterations or erasures shall be made on the forms.

d. All bids shall be signed by a person authorized to do so on behalf of the bidder.

e. All bidders must submit the following forms, copies of which are enclosed herewith as part of the Bid Submission Package:



- i. Bid Form (**Appendix D**).
- ii. Bid Information Sheet Responses – Required from Bidders (**Appendix E**).
- ii. Certificate of Tax Compliance (**Appendix F**).
- iii. Certificate of Non-Collusion (**Appendix G**).

Also required to be included in the bid submission package is the:

- iv. Lease Signing Fee/Bid Deposit (**Section VIII, Paragraphs 3 & 4** above).

The bid submission package (all required forms, fee and deposit) shall be submitted to the Town Contact Person (See Paragraph 5 above) by the Bid Deadline (See Paragraph 13 below) in a sealed envelope marked on the outside as follows:

“Bid – Town of Harvard Tower Facility IFB”  
 “Do Not Open Until Bid Opening Day”  
 Bidder’s Company Name  
 Authorized Representative’s Name  
 Bidder’s Address  
 Bidder Representative’s E-Mail Address  
 Bidder Representative’s Telephone Number

**10. *Minimum Bid***

The minimum bid is Twenty-five Thousand Dollars (\$25,000) per year in the first year (Base Rent), to which shall be applied an annual Escalator of at least two and one-half percent (2.5%) for each subsequent year of the first 10-year term of the Lease and, as applicable, to each year of the two successive 5-year renewal terms. A Revenue Share Rate that is at least 15% of Additional Revenue (see Definitions in Appendix B) shall also be offered by the bidder.

**11. *Modification or Withdrawal of Bids***

Modifications or withdrawal of bids will be permitted provided that written notice of such modification or withdrawal is received by the Select Board’s Office prior to the opening of the bids.

**12. *Deadline***

Bids are due by **October 30, 2023 at 2:00 p.m.** (unless extended by Addendum) at the office of the Contact Person, at which time they will be opened publicly.

13. *Bids Binding and In Full Force and Effect*

All bids shall remain in full force and until lease execution. Subject to an affirmative vote by the Select Board to enter into the respective Lease(s), the Successful Bidders shall thereafter execute the Lease with the Town by January 8, 2024, unless extended at the sole discretion of the Town. Lease commencement shall occur the first day of the month after the Successful Bidder has obtained a building permit, provided that in no event shall Lease Commencement occur later than December 1, 2024, unless waived by the Town at its sole discretion. By submission of its bid, each bidder agrees that if it is a Successful Bidder it shall enter a Lease with the Town that incorporates the requirements of this IFB, and that they accept the terms and conditions of this IFB, including the Lease Terms as set out in **Appendix H**, as may be finalized by the Town consistent with this IFB.

14. *Evaluation Criteria*

15. *The responsive and responsible bidder with the highest Total Value bid will be awarded a long-term ground lease with the Town. See Appendix B Definitions. A responsible bidder is any bidder whose responses to the Bid Information Sheet in Appendix E are determined by the Town, at its sole discretion, to be satisfactory. A responsive bidder is any bidder whose response to this IFB is determined by the town to have complied with the terms of this IFB.*  
*Town's Reservation of Rights*

- a. The Town reserves the right to withhold the award a Successful Bidder and withhold a lease when, in the reasonable judgment of the Town, the bidder(s) is unable, after written request of the Town, to furnish satisfactory evidence confirming adequate ability – financial, legal or otherwise – to comply with the requirements of this IFB throughout the term of the Lease.
- b. The Town also reserves the right to reject any or all bids, to accept any bid, or any part of a bid, to waive any informalities or to do anything else it deems to be in the best interest of the Town, including, but not limited to, a determination by the Town that any or all leasing pursuant to this IFB will not further the one or more of the Objectives set out in Section IV above.

16. *Bids Become Property of the Town*

All bids and related materials submitted in response to the IFB shall become the property of the Town and will not be returned to bidders unless otherwise determined by the Town in its sole discretion.

## VIII. Pre-Lease Process and Requirements

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### 1. *Site Plan Meeting and Balloon Test*

Within fourteen (14) days of the selection of the Successful Bidder by the Town in accordance with the IFB, the Town will hold a site plan meeting at the Harvard Town Hall with the Successful Bidder regarding the development of a preliminary site plan. A balloon test shall be conducted proximate to the site plan meeting (before, during or after, as agreed between the parties).

### 2. *Preliminary Site Plan*

The Lessee shall no later than DATE, prepare and provide to the Town a Preliminary Site Plan. The Preliminary Site Plan shall consist of a plot plan of the Site showing the existing and proposed locations and dimensions of the components of the Tower Facility including the Tower and common infrastructure, as well as any Wireless Facilities intending to occupy the Tower Facility on or near Lease Commencement. The preliminary plan shall also show the location of the Site on the Parcel, and the existing access and utility easements. A proposed driveway and utilities access route shall also be shown. Trees shall be mapped for girth, type and height and proposed tree removal shall be shown. Other factors affecting the siting of the Tower Facility, such as wetlands or ledge, shall be presented. Photo-simulations based on the balloon test shall be submitted with the Preliminary Site Plan. The Town shall make the final determination as to all matters and issues arising from the Preliminary Site Plan, consistent with the provisions of this IFB. This may require revisions to the Preliminary Site Plan for further discussion and approval prior to moving forward with the design process.

### 3. *Select Board Vote Required*

The grant of a Lease is contingent upon a vote by the Select Board. All bids shall remain in full force and effect until lease execution.

### 4. *Execution of Lease After Vote By the Select Board*

Subject and subsequent to a vote by the Select Board to enter into the Lease, the Successful Bidder shall execute a Lease substantially conforming to the one provided by the Town (Appendix H) by January 8, 2024. Lease Commencement shall occur the first day of the month after the Successful Bidder has obtained a building permit, provided that in no event shall Lease Commencement occur later than December 1, 2024, unless waived by the Town at its sole discretion or delayed by Lessee's diligent defense of an appeal.

5. *Post-Lease Contingencies and Rights of the Lessee*

Lease Commencement is Contingent Upon Grant of Required Permits, including any Zoning Relief required from the Zoning Board of Appeals and a Special Permit Being Granted by the Harvard Planning Board, the Town of Harvard Special Permit Granting Authority, pursuant to Section 125-27 of the Zoning Bylaws (**Appendix I**), and (ii) the grant of applicable building permits for the Wireless Facility. After Lease Execution, Lessee shall apply for, and diligently pursue in good faith, a Special Permit, any other necessary zoning relief and any required building permits.

## **IX. Design Submissions**

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1. *Preliminary Engineering Plans (Zoning Drawings)*

The Lessee shall, within sixty (60) days after the execution of the Lease, and prior to the submission of any application for a Special Permit or other relief, prepare and submit its Zoning Drawings and environmental/historical assessments to the Town. The Town may comment on and propose changes to the Preliminary Engineering Plans. The preliminary engineering plans shall be subject to approval by the Town, which shall not be unreasonably withheld.

2. *Final Design Submissions (Construction Drawings)*

a. Conditioned upon the approval of the Preliminary Engineering Plans by the Town, the Lessee shall prepare the Final Design Plans and such other information regarding the Tower Facility requested by the Town. A copy of the final design submission intended for submission to the Building Commissioner for building permits shall be provided to the Town. The Final Design Plans shall be subject to approval by the Town, which approval shall not be unreasonably denied. Approval by the Town is required prior to the Lessee's application for a building permit.

b. The Final Design Plans shall not be finalized nor submitted to the Town until after the grant of a Special Permit and other necessary relief. The final design plan shall be submitted to the Town no later than thirty (30) days after said date upon which a building permit application could be granted.

d. Following construction and close-out of the building permit, the Final Design Plans shall be updated to as-built drawings and submitted to the Town.

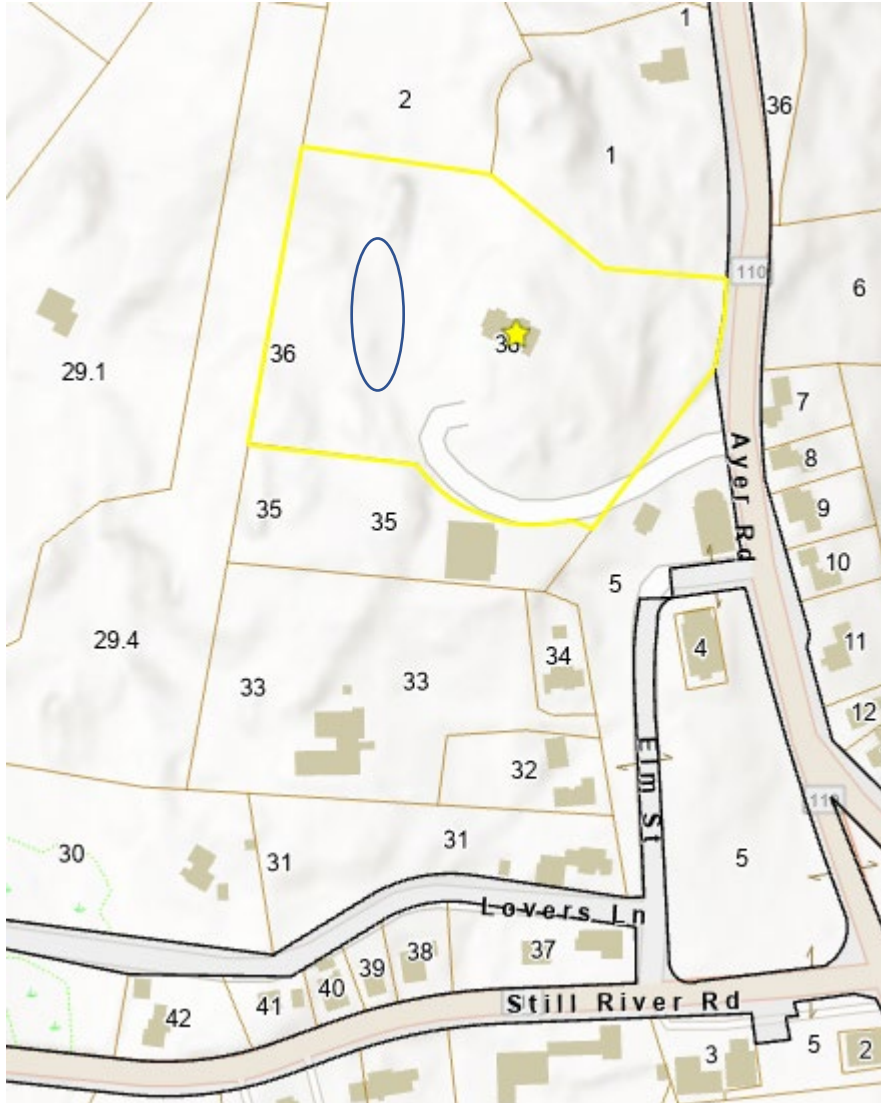
## **X. Future Zoning and Other Permitting**

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The Town, as Lessor, will support applications for extensions of Special Permit authorization by Lessee and Tenants, as well as other subsequent permitting approval, that are not in conflict with the terms of the Lease hereunder, or if in conflict, are otherwise acceptable to the Town at the time

## XI. Appendix A Site Plans

Parcel 36 is highlighted below. Area to locate is in the vicinity of the oval.



Topography is shown below:

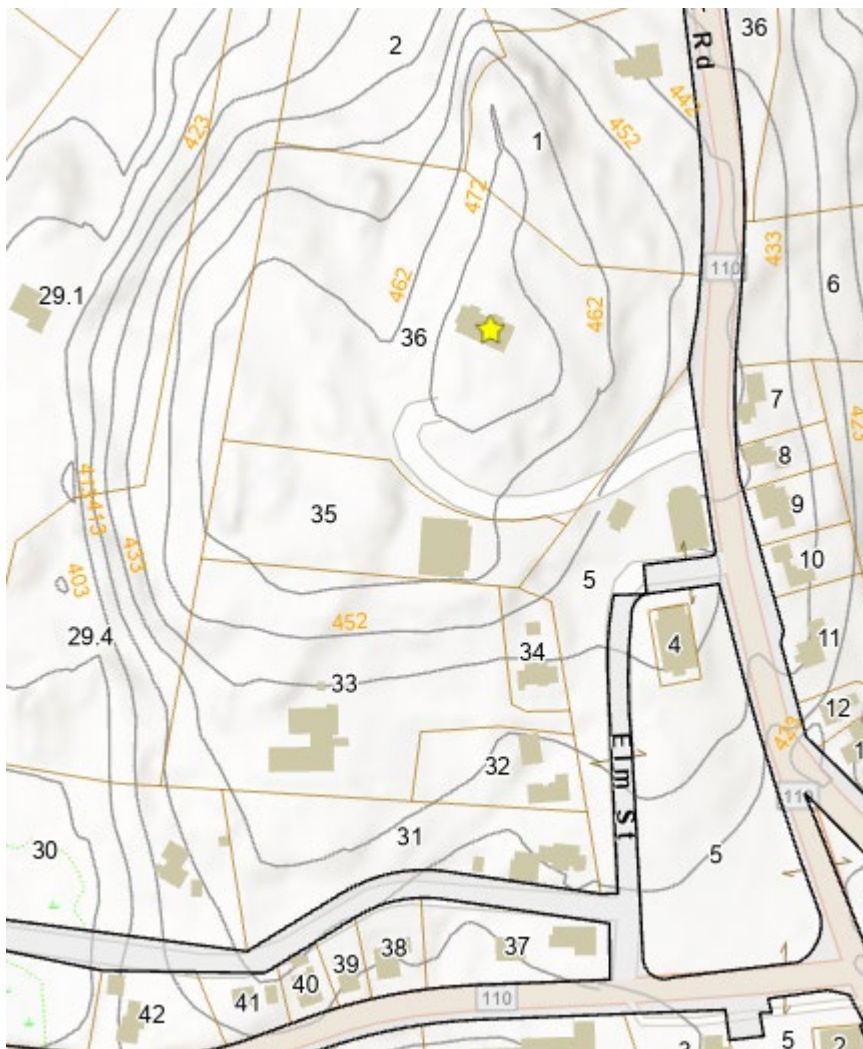




Photo of crane test.

Crane is in paved area, about 140 ft to the right of the area to locate. (Approximate tower position at orange mark)

Crane tip is about 135 ft above the ground of the area to locate.



## XII. Appendix B – Definitions

Additional Revenue	The revenue obtained by the Lessee from all but the First Wireless Provider occupying the Tower Facility.
Base Rent	The fixed rental amount offered in the first year (which must equal or exceed the minimum amount set in this IFB) and which is increased annually by the amount of the Escalator.
Escalator	A percentage (which must equal or exceed the minimum amount set in this IFB) that shall be applied annually to increase the Base Rent.
First Wireless Provider	On a Tower owned and occupied by a Wireless Provider or its affiliate: The Lessee. On a Tower owned and occupied by a Wireless Infrastructure Provider: The Wireless Provider whose antennas and associated equipment occupy the highest position on the Tower. (Over time the highest occupant might change, in which case the party designated as First Wireless Provider will change)
Lease Commencement	Lease commencement is when the obligation of the Lessee to pay rent begins. (See Section I.)
Lessee	Successful Bidder who has executed a Lease with the Town under this IFB.
Parcel	As shown on Town of Harvard’s Assessors’ Map No. 17C, Parcel 36.
Personal Wireless Service	Personal Wireless Services as defined by 47 USC §332 (c)(7)(C)(i).
Revenue Share Rate	The percentage of the Additional Revenue that is offered to the Town
IFB	Invitation For Bids
Site	An area in the western portion of the Parcel as shown in <b>Appendix A.</b>
Successful Bidder	A bidder that: (1) has submitted a responsive and responsible bid that meets or exceeds the minimum bid criteria (Base Rent, Escalator, Revenue Share Rate); and (2) has a Total Value that is the greatest of all responsive and responsible bidders.

Tenant	A sublessee of the Lessee
Total Value	The valuation of a bid based on the following hypothetical: The sum of <ol style="list-style-type: none"> <li>1) The first ten years' Base Rent with the annual Escalator applied, plus</li> <li>2) The ten-year sum of a hypothetical projected Additional Revenue multiplied by the Revenue Share Rate, wherein the hypothetical projected Additional Revenue is calculated as follows: <ol style="list-style-type: none"> <li>a. Three Tenants paying an assumed rent of \$30,000 per year in the first year, escalated per the Escalator. Each year the amount each of the three Tenants pays the Lessee is increased by the same escalator that applies to the Base Rent.</li> </ol> </li> </ol>
Tower Facility	A monopole wireless tower capable of supporting at least four Wireless Facilities, associated ground-level infrastructure occupying up to 2500 square feet, plus access and utility easements all located at the Site
Lessee	Successful Bidder who has executed a Lease with the Town under this IFB.
Wireless Facility	An installation belonging to one Wireless Provider that consists of antennas and associated equipment and utilities services that is intended to deliver Personal Wireless Services (short for personal wireless service facility which is formally defined in 47 USC §332 (c)(7)(C)(ii)).
Wireless Infrastructure Provider	An entity not acting as a Wireless Provider that builds towers and other assets at which Wireless Providers install their Wireless Facilities. (most commonly known as a "tower company")
Wireless Provider	Holder of Federal Communications Commission license(s) to operate a Personal Wireless Service in Harvard.

### **XIII. Appendix C – Bid Submission Checklist**

The following submission checklist is provided for the convenience of bidders. Bidders are required to read the IFB carefully, including Section VIII “Bid Submission Requirements and Process”.

The following **six (6)** items must be included in each Bid Submission Package\*:

1. Bid Form (**Appendix D**).
2. Bid Information Sheet Responses - Required from Bidders (**Appendix E**).
3. Lease Signing Fee in the amount of Seventy-five Hundred Dollars (\$7,500). (Company check not accepted.) (IFB - Section VIII, Paragraph 3).
4. Certificate of Non-Collusion (Form enclosed as **Appendix F**).
5. Certificate of Tax Compliance (Form enclosed as **Appendix G**).

Each of the above must be included in one sealed envelope marked on the outside as follows:

“Bid – Town of Harvard Tower Facility IFB”

“Do Not Open Until Bid Opening”

Bidder’s Company Name: \_\_\_\_\_

Authorized Representative’s Name: \_\_\_\_\_

Bidder’s Address: \_\_\_\_\_

Bidder’s E-Mail Address: \_\_\_\_\_

Bidder’s Telephone No.: \_\_\_\_\_

and submitted to the Contact Person:

Marie Sobalvarro  
Chief Procurement Officer  
Town Hall  
13 Ayer Road  
Harvard, MA 01451

**XIV. Appendix D – Bid Form**

The Undersigned hereby declares that the Bidder has carefully examined the “**Town of Harvard Tower Facility IFB**”.

The Undersigned hereby makes a **bid** to which said Bidder agrees to be legally bound in accordance with the terms and conditions of the IFB as follows:

**Base Rent** (no less than \$25,000/year in the first year):

\_\_\_\_\_                      \_\_\_\_\_  
(Dollar Amount in Numerals)      (Dollar Amount in Words)

**Annual Escalator** (no less than 2.5%/year for the term of the Lease):

\_\_\_\_\_                      \_\_\_\_\_  
(Percentage in Numerals)      (Percentage in Words)

**Revenue Share Rate** (no less than 15%):

\_\_\_\_\_                      \_\_\_\_\_  
(Percentage in Numerals)      (Percentage in Words)

Name of Bidder: \_\_\_\_\_

Business Address of Bidder: \_\_\_\_\_

E-Mail Address of Bidder Representative: \_\_\_\_\_

Telephone No. of Bidder Representative: \_\_\_\_\_

Signature and Printed Name of Individual Authorized to Submit Bid:

\_\_\_\_\_                      \_\_\_\_\_  
Signature (Must be signed in ink)      Printed Name:

**Date:** \_\_ (A Certificate of Corporate Vote, if applicable, is encouraged, but not required.)

## XV. Appendix E – Bid Information Sheet

(Bidders Must Respond to the Below Requests for Information)

Bidders may submit the below information in any reasonable form, including attaching pages to this Bid Information Sheet.

- i. Evidence that the bidder is either a Wireless Provider (see definitions for capitalized terms) licensed to operate in Harvard, Massachusetts, or a Wireless Infrastructure Provider with experience building and operating wireless towers in Massachusetts.
- ii. Evidence of the bidder's financial ability to develop, permit and construct the Tower facility.
- iii. A list of at least **three** wireless towers that the bidder has built and currently operates in Massachusetts, including address, tower type and height, names of wireless carriers presently occupying the tower.
- iv. Name and contact information for each landlord holding the ground lease for the towers listed in iii above. The Town may contact such landlords for references. Material lapses in bidder's performance under tower ground leases in Massachusetts may be grounds for a determination of non-responsible status of a bid.
- v. Such other information that the bidder believes to be relevant to its bid or helpful to the Town's understanding of the bidder's ability to perform under the Lease.

Based on this information, the Town will determine if the bidder is a responsible bidder.

**XVI. Appendix F – Certificate of Tax Compliance**

Pursuant to M.G.L. c. 62, sec. 49(a), the undersigned, authorized to sign this Certificate on behalf of the bidder, certifies under the pains and penalties of perjury that to the best of his/her knowledge and belief, the bidder has complied with all laws of the Commonwealth of Massachusetts regarding taxes.

**Name of Bidder**

Company Name

Signature and Printed Name of Individual Authorized To Submit This Certificate:

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Signature (Must be signed in ink)	Printed Name
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**XVII. Appendix G – Certificate of Non-Collusion**

The undersigned, authorized to sign this Certificate on behalf of the bidder, certifies under the pains and penalties of perjury, that to the best of his/her knowledge and belief:

1. The bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or any other element of the bid of the bidder or any other bidder.
  
2. The subject bid is in all respect bona fide, fair and made without collusion or fraud with any other person.
  
3. As used in this Certificate, the word “person” shall include any natural person, joint venture, partnership, corporation, or other business or legal entity.

**Name of Bidder:**  
(Company Name)

Signature and Printed Name of Individual Authorized to Submit This Certificate:

Signed under the pains and penalties of perjury:

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Signature (Must be signed in ink)	Printed Name
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**XVIII. Appendix H – Lease**

PLACEHOLDER