



**The Town of Clifton Park
Is requesting Proposals for
for the
Buyout of Lease payments from
the rental of a wireless
communication tower sited on
Town Parkland within
Clifton Park**

RFP Issuance Date:

December 11, 2023

RFP Response Date:

January 5, 2024

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I. GENERAL INFORMATION

On August 31, 2012, the Town of Clifton Park entered into a Ground Lease with Independent Towers, Leasing a .2 acre parcel at the Clifton Common to provide for the construction of a Wireless communication tower, authorized by special legislation.

The Lessee assigned its Lease to Vertical Bridge, REIT LLC on June 20, 2014.

The Ground Lease provides for annual lease payments, beginning in 2012 of \$1750, increasing at 3% annually thereafter, based on one commercial carrier as subtenant, in addition to 18% of all lease payments from additional commercial carriers.

Equipment from Verizon was added to the Tower by a sublease executed on September 24, 2014, Verizon's lease terms provide for payments to Vertical Bridge at \$2500 per month, which began in 2014 increasing by 3% annually.

Equipment from Dish Networks was added to the facility in 2021 pursuant to a Master Lease Agreement signed with Vertical Bridge on January 29, 2021, for a term covering September 6, 2022 through September 6, 2037. Dish Networks currently pays Vertical Bridge \$1275.00 per month in Basic Rent Payments, which escalates 2% annually. In addition, Dish initially agreed to pay Vertical Bridge the sum of \$225.00 per month in revenue sharing, which also increases at 2% annually.

VB uses this payment to compensate the Town for the Town's 18% revenue sharing on their base lease.

As a result of these agreements, the Town currently receives \$3223.85 per month, broken down as follows:

\$2351.85 for Bases Lease with Independent/Vertical

\$ 642.50 for the Verizon sublease

\$229.50 for the Dish Revenue sharing payment.

The base lease payment escalates at 3% annually each April. The Town's receipts for revenue sharing on the two subleases increases by 18% of the escalation clauses in the two subleases.

The Town seeks proposals from interested entities to assign all rights to future lease payments to the Town in exchange for a current lump sum buyout figure.

II. TERM

The site of the Communications Tower is on the Clifton Common, a municipal park. Therefore, the Town obtained special legislation under home rule provisions to Authorize the construction, siting and related easements necessary for operation and maintenance of the Communications Tower. That legislation, effective on July 18, 2012, is contained within chapter 168 of the laws of 2012, and provides authorization for the placement of the facility and related easements for a term not to exceed 25 years. The legislative authorization for the placement of the communications tower on a Town parkland is attached as Exhibit “A” to this solicitation. Pursuant to the applicable special legislation, the authority for the continued siting of the communications tower expires on July 18, 2037.

The Lease now assigned to Vertical Bridge, was executed on September 7, 2012, and provides for an initial term of ten years with 3 additional 5-year extensions, at lessee’s option, for a total term of 25, or through September 2037, at lessee’s option, thus providing some time for decommissioning upon expiration. See Exhibit “B” .

By Lease agreement executed on September 24, 2014, Cellco Partnership dba Verizon Wireless added antennae and related equipment to the facility, for a ten-year term, with 4 additional extensions of 5 years each, at the Lessee’s option, ostensibly running through September 2044.

Your proposal must include the following:

Cash Terms

III. SUBMITTING A PROPOSAL

- A.** The following timetable has been established by the Town for the issuance, response and award of contract for the proposal:

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RFP Due Date: January 5, 2024 3:00 P.M.

- B.** All inquiries regarding this RFP must be in writing directed via email to:

comptroller@cliftonpark.org. Questions may be submitted up to December 22, 2023. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued no less than three (3) days prior to the submission deadline. Inquiries or other contact with any other officer, commissioner, agent or employee of the Town of Clifton Park regarding this RFP, including contact by proposer's contractors, agents, representatives and consultants, could result in your proposal being disqualified.

C. Each Proposer shall submit their proposal no later than addressed to:

**Teresa Brobston, Town Clerk
One Town Hall Plaza
Clifton Park, NY 12065**

Re: Clifton Park Wireless Lease Buyout

Proposals received after **3:00 P.M. (EST)** on January 5, 2024 may not be accepted.

D. All Persons responding to this RFP are subject to the Town of Clifton Park's Procurement Policy adopted in accordance with section 104-b of the General Municipal Law.

E. The Town of Clifton Park, at its sole discretion, shall have the right to determine whether any particular Proposer has the qualifications to proceed in this process based on the Proposer's response to the RFP. Several factors may be considered when making such determination including, but not limited to: (i) demonstrated understanding of and responsiveness to the requirements of this RFP; (ii) the Proposer's past experience & current experience in operating similar facilities & providing similar services requested as a part of this RFP; and proposer's costs.

F. Execution of Proposal:

- If the Proposer is a corporation, a duly authorized officer of the corporation, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation offering the Proposal. The Proposal will show the State in which the corporation is chartered, and if the State is other than New York, the proposal will show that the corporation is authorized to do business in the State of New York.
- If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other person duly authorized to bind the partnership. The capacity and authority of the person signing will be shown.
- If the Proposer is an individual or sole proprietorship, the individual person, stating name or tradename, if any, will sign the Proposal.
- In any case, the Proposal will show the present business address of the Proposer at which communications from the Town and notices served are to be received.

- G.** The Town reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as it may deem appropriate.

IV. EVALUATION OF PROPOSALS

Prior to awarding the proposal, the Town will require the Leading proposer to supply the three most recently prepared Financial statements. These statements should be prepared according to Generally Accepted Accounting Principles (GAAP).

The Town will focus on the maximum monetary return from responsible entities in awarding the proposal.