

**POLICY RELATING TO SUPPORT OPERATIONS**

**USE OF SCHOOL FACILITIES FOR TELECOMMUNICATIONS EQUIPMENT**

The Wachusett Regional School District, as a service to the communities where its various school sites and facilities are located and as a source of revenue to the District, may license the use of its sites and facilities for the installation and maintenance of telecommunications and low-power radio-signal equipment owned by third-party entities (licensees).

The Wachusett Regional School District, in granting the use of its sites and facilities to telecommunications licensees, shall require at all times that the health and safety of its students, staff, and patrons are protected, and the aesthetics and structural integrity of all sites and facilities will not be jeopardized by such use.

The granting of use of District sites and facilities for telecommunications purposes shall require that the prospective licensee adhere to the following procedures and guidelines:

1. Site Identification
  - a. The District shall grant qualified, prospective licensees access to District facilities and sites for an assessment and testing purposes to determine the existence of the optimum location for equipment and antennas provided the prospective licensee agrees to indemnify the District for any liens, claims, or damages while conducting this site and facility feasibility identification.
  - b. Prospective licensees may be given permission by the District to contact appropriate jurisdictions to make preliminary investigation of zoning, land use, and other necessary permitting requirements on identified sites and facilities.

2. Submittal of Preliminary Design to the District

Prospective licensees wishing to pursue the installation of telecommunications facilities on District sites and facilities, after completing its site and facilities identification process, shall submit to the Superintendent the following:

- a. Survey and legal description of proposed site.

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- b. Design drawings and representations showing height, area requirements, and location of proposed telecommunications facilities and any other impacts to District property or facility.
- c. Detailed description of the equipment proposed to be installed and the improvements to be constructed on the telecommunications sites.
- d. Detailed description of the environmental, compatibility, and aesthetic impact of the proposed installation and construction on existing District use.
- e. Proposed source of electrical power and telephone connection.

3. License Agreements

Any license agreements or other contracts entered into with a licensee shall include, as a minimum:

- a. A term not to exceed the limits of Massachusetts General Laws.
- b. A monthly payment schedule that provides a level of compensation to the District that is normal among the market, and provides for periodic escalation.
- c. Indemnification of the District for any damages to property or injury to persons proximately caused by the use or operation of the telecommunications site or equipment and assurances relative to the safety of students, staff, parents, and community members who use the building.
- d. Compliance with all applicable state and local zoning, land use, and building permit approval.
- e. Licensee responsibility for processing and obtaining all required permits, certificates and approvals, including FCC permits, and for appearing at all hearings.

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- f. Licensee responsibility for managing all construction and installation work on sites, subject to construction and safety standards promulgated or issued by the District.
- g. Nonexclusive use of sites and facilities with a covenant to cooperate with any other licensees utilizing the same sites.
- h. That all facilities and equipment installed by licensees shall accommodate all telecommunications equipment of the District.
- i. Limited access by licensee across District property to the facilities and site during construction, operation, and maintenance of the equipment and facility, which will not be disruptive to District use and shall follow all school and District policies and procedures for safety and security.
- j. That all improvements shall be installed and constructed at licensee's sole expense in a professional manner and shall be removed upon termination of the use agreement unless otherwise agreed to by the District, and the site and facilities shall be restored to original condition.
- k. Licensee responsibility for maintaining and keeping sites and facilities in good repair.
- l. Licensee responsibility for the payment of all utilities, operating costs, and any taxes associated with a telecommunications site.
- m. Licensee responsibility to maintain liability, property, and workers' compensation insurance in such reasonable amounts, as the District shall specify, in all cases naming the District as an additional insured.
- n. No assignment by licensee without prior written consent from the District.
- o. Final approval by the District, which shall take into account the proposed location of the site, the compatibility with the

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surrounding neighborhood, the aesthetic integration of the facility, the requested term of the consideration offered, the safety and structural impact of the facility on existing uses, and the benefit to the District's telecommunication needs.

- p. The visual impact of the antenna installation shall be consistent with the design of the school, as unobtrusive as possible, and not detract from the architectural integrity of the building.

4. No Vested Rights

This policy is not intended to vest any right to the use of District facilities and sites by any third party or prospective licensee. FINAL approval of any telecommunications facility and use ultimately rests solely with the Wachusett Regional School Committee and shall be determined on a case-by-case basis.

Revenues derived by the District through the leasing or licensing of sites or facilities to telecommunications licensees shall be deposited into a revolving account of the District and shall be distributed at the Superintendent's discretion.

If a school receives revenues from a telecommunications agreement in a form other than cash, such as services or equipment, then the distribution will be determined by the Superintendent in a manner consistent with the above formulas.

First Reading: 04/14/03  
Second Reading: 04/28/03

Amendment First Reading: 12/10/07  
Amendment Second Reading: 01/16/08