



Date of Council Meeting: January 8, 2013

**TOWN OF LEESBURG  
TOWN COUNCIL MEETING**

**Subject:** Loudoun Water Lease Agreement for Automated Metering Infrastructure Antenna on Carr Tank II

**Staff Contact:** Amy Wyks, Director of Utilities

**Recommendation:** Staff recommends Town Council authorize the request by Loudoun Water for installation of an automated metering infrastructure antenna on Carr Tank II.

**Issue:** Should Town Council agree to lease agreement for antenna installation for Loudoun Water?

**Fiscal Analysis:** N/A

**Background:** Loudoun Water is currently deploying a fixed base automated metering infrastructure system for their water distribution system. Based on a propagation study, Leesburg' Carr Tank II was identified as a potential antenna site for their northern water system service area. Loudoun Water has requested installation on an antenna on the Town's Carr Tank II through a telecommunication lease document. A copy of the letter and draft agreement for the lease agreement request is attached

The Town previously deployed a fixed based automate meter reading system and we are aware of the challenges associated with location of antennas and acknowledge the importance of accurate and timely water meter readings. The Town and Loudoun Water continue to have an excellent working relationship and wish to continue coordination of inter-jurisdictional operations.

Attachments (1) Loudoun Water Letter with Proposed Site Plan  
(2) Draft Loudoun Water Agreement for Antenna with Map Exhibit

**LEASE AGREEMENT**  
**Automated Metering Infrastructure Equipment and Appurtenances**

THIS DEED OF LEASE AGREEMENT (the "Lease ") entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date") by and between the **TOWN OF LEESBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("TOWN") and the **LOUDOUN COUNTY SANITATION AUTHORITY**, a Virginia politic and corporate ("LOUDOUN WATER").

WITNESSETH

WHEREAS, TOWN is the owner of certain real property, together with all rights and privileges related thereto and improvement thereon, more commonly known within the County of Loudoun commonly referred to as the Carr Tank located at **Fort Evans Plaza II (Fort Evans Rd and Battlefield Parkway)**, 550 Fort Evans Road, Leesburg, Virginia, and identified on Loudoun County Tax Map **49XXX////////16D-as Parcel X**, and more particularly described on **Exhibit "A"**, attached hereto and made a part hereof (collectively, the "Premises").

WHEREAS, TOWN is the owner of two **(2) 100** foot high Water Storage Tanks ("Tank") and which are located on the **Premises** as shown on **Exhibit A**; and

WHEREAS, TOWN is the owner of ~~onetwo~~ **(12)** and T-Mobile the owner of **one(1)** equipment shelter buildings ("Equipment Shelter") related to the use of the Tank, and which are also located on the Premises as shown on **Exhibit A with another one coming in near future as proposed by Cricket**; and

WHEREAS, TOWN desires to grant a lease to LOUDOUN WATER for use of the Tank and equipment shelter as currently configured, along with the placement and operation of additional equipment, and LOUDOUN WATER desires to obtain a lease from TOWN, for the same space on the Tank upon which are **mounted** certain of LOUDOUN WATER's antennas for use in connection with its meter reading system and other purposes, and a certain portion of the **Equipment Shelter on which ancillary equipment is placed**, on the terms and conditions set forth below, (collectively "Equipment").

TOWN desires to enter into this Lease with LOUDOUN WATER, subject to all necessary approvals required by law, to permit LOUDOUN WATER to use the Premises for the purpose and in accordance with the terms and conditions set forth in this Lease.

NOW, THEREFORE, TOWN, for and in consideration of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOWN hereby leases the Leased Premises (as defined below) to LOUDOUN WATER, and LOUDOUN WATER hereby leases the Leased Premises (as defined below) from TOWN, together with the non-exclusive right of LOUDOUN WATER to access the Premises, the Tank, and all Equipment for the purpose of maintaining and operating LOUDOUN WATER's Equipment upon the Tank.

**A. Term:**

- 1) Unless terminated in accordance with other provisions of this agreement, the term of this Agreement shall be five (5) years from the Effective Date (the "Initial Term") and thereafter shall be automatically renewed for consecutive five (5) year terms(the "Renewal Terms"). LOUDOUN WATER shall have the right to terminate this Lease in its sole and absolute discretion by providing the TOWN with 30 days written notice. The

**Comment [SDF1]:** Need to incorporate Exhibits (A,B,C) as applicable?

**Comment [M2]:** The necessary exhibits will depend upon the site setup

**Comment [B3]:** This will need to be deleted or changed to reflect actually structures on property.

**Comment [a4]:** Which are mounted?????

**Comment [a5]:** I am not sure if they need to use the shelter????

TOWN may terminate this Lease by providing 180 days' written notice prior to the end of the Initial Term or a Renewal Term that this Agreement shall not be renewed.

- 2) TOWN may unilaterally terminate this Agreement upon ten (10) days written notice in the event TOWN reasonably determines that the health, safety or welfare of its citizens is adversely affected by LOUDOUN WATER's use of the Premises, or that LOUDOUN WATER has abandoned the Equipment or its use thereof.

**B. Purpose:**

- 1) The Leased Premises shall be used by LOUDOUN WATER for the installation, operation, repair, replacement, and maintenance of the Equipment listed on Exhibit B.

**C. Leased Premises:**

- 1) The Leased Premises shall consist of the space on the Tank and within the Equipment Shelter as shown on Exhibit C, together with space for placement of cables and utilities and appurtenances.
- 2) TOWN further grants LOUDOUN WATER a non-exclusive easement and right of way for ingress and egress over the Property and any existing roads, easements, or rights of way of TOWN, to the Premises and the Facilities, for the purpose of constructing, installing, maintaining, operating, removing, modifying, replacing and repairing the Facilities.

**Comment [a6]:** I am not sure if this will be needed. I guess they should give us a bit more detail on what they need.

**D. Equipment:**

- 1) LOUDOUN WATER warrants that the equipment listed on Exhibit B is licensed for this. LOUDOUN WATER further warrants that LOUDOUN WATER's equipment shall be maintained so as not to interfere in any manner whatsoever with TOWN's existing equipment operating on the Premises. After the Effective Date, the TOWN shall not install or operate, or permit the installation or operation, of any equipment that interferes in any manner whatsoever with LOUDOUN WATER's Equipment.
  - a) LOUDOUN WATER may update or replace the Equipment only with the prior written approval of TOWN, which approval shall not be unreasonably withheld, conditioned or delayed, provided that the replacement equipment is not greater in number or size than the existing equipment and that any change in the location on the Tank is satisfactory to TOWN, and LOUDOUN WATER has secured any necessary permits. LOUDOUN WATER shall submit to TOWN a detailed proposal for any such replacement equipment and any supplemental materials as may be reasonably requested, for TOWN's evaluation and written approval. The cost of the structural inspection shall be paid for by LOUDOUN WATER.

**E. Maintenance:**

- 1) LOUDOUN WATER shall, at its own expense, maintain the Equipment in a safe and orderly condition.
- 2) The TOWN shall, at its own expense, maintain the Premises, including the Equipment Shelter, the Tank, utilities, and site improvements. The TOWN shall, at its own expense, operate all systems (for example, Tank structure, mechanical, electrical, and emergency generator) and devices (including but not limited to, doors and locks) as designed and shall maintain the same in accordance with manufacturers' commendations, industry guidelines or local and state building codes, whichever are more exacting. Replacement

**Comment [r7]:** Include as a separate topic perhaps, "Facility Access" identifying the conditions, notification requirements, time, etc. to access the site for maintenance, testing, replacement, etc. and have a documented "access procedure" with Contacts and phone numbers.

of major structural/mechanical/electrical components and systems necessary to support use of the Premises for its intended purpose are the responsibility of the TOWN.

- 3) The TOWN shall keep the Premises, and the areas around each Tank, neat in appearance and free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat noise or interference. LOUDOUN WATER shall not place or cause any debris or anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat noise or interference to be located on the Premises or in the area around each Tank anchor.
- 4) The TOWN is responsible, at its sole expense, for pest control, snow removal and deicing for the Premises.
- 5) LOUDOUN WATER shall have the right, but not the obligation, to perform commercially reasonable repairs and maintenance for the upkeep and maintenance of the Premises, if the TOWN fails to do so within thirty (30) days of receipt of written notice of the need for such repairs and maintenance. The cost of repair and maintenance shall be reimbursed to LOUDOUN WATER by the TOWN upon demand.
- 6) In the event of an emergency situation as reasonably determined by TOWN, LOUDOUN WATER shall effect such removal promptly. TOWN will provide LOUDOUN WATER the opportunity, at LOUDOUN WATER's cost and expense and mutual agreement as to location, to temporarily relocate and continue to operate its antennas, or set up acceptable, alternative temporary facilities, including but not limited to a Cell Site of Wheels (COW), elsewhere on the Property (e.g., on top of an existing building or other existing structure or on ground space sufficient for the installation and use of a COW), or otherwise to secure the antennas or the Facilities generally, to protect them from damage.

F. Damage and Destruction by Casualty:

- 1) In case of damage to the Premises by fire or other cause arising from LOUDOUN WATER's use of the Premises, LOUDOUN WATER shall give immediate notice of such to the TOWN. If the Premises shall be damaged by fire or other peril arising from LOUDOUN WATER's use of the Premises and insurable under a standard fire insurance policy with an extended coverage endorsement approved for use in the Commonwealth of Virginia, LOUDOUN WATER shall repair the damaged area of the Premises to its prior condition at its expense as speedily as possible after such notice.
- 2) In case of damage to the Equipment by fire or other cause arising from any negligent or willful act or omission of the TOWN or its agents employees, contractors, licensees, invitees or subtenants arising during their use of the Premises, the TOWN shall give immediate notice of such to LOUDOUN WATER and shall reimburse LOUDOUN WATER for the fair market value of the damaged Equipment and expenses incurred by LOUDOUN WATER such as but not limited to staff labor and outside contractor's labor to remove, repair or replace damaged equipment upon demand.

G. Utilities:

- 1) The Town shall authorize the use of a sub-meter to LOUDOUN WATER and invoice Loudoun Water accordingly.
- 2) Loudoun Water shall, at its own expense, meter charges for the consumption of electricity associated with LOUDOUN WATER's use of the Premises and shall timely pay all costs associated therewith.

Comment [SDF8]: Administrative Decision.

Option 1 or Option 2

Comment [a9]: Really? Can we just set a annual contribution?

H. Insurance:

- 1) LOUDOUN WATER shall procure, maintain, and provide proof of insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of LOUDOUN WATER, his agents, representatives, employees or subcontractors.
- 2) Proof of coverage as contained herein shall be submitted thirty (30) days prior to the commencement of work and such coverage shall be maintained by LOUDOUN WATER for the duration of the contract period; for occurrence policies.
- 3) General Liability
  - a) Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.
  - b) General Liability Minimum Limits:
    - (i) \$1,000,000 Each Occurrence
    - (ii) \$2,000,000 General Aggregate Limit
    - (iii) \$1,000,000 Products & Completed Operations
    - (iv) \$1,000,000 Personal and Advertising Injury
    - (v) \$1,000,000 Each Occurrence Limit
    - (vi) \$50,000 Fire Damage Limit
    - (vii) \$5,000 Medical Expense Limit
  - c) Automobile Liability
    - (i) Coverage sufficient to cover all vehicles owned, hired, or non-owned by the Contractor, his agents, representatives, employees or subcontractors.
    - (ii) \$1,000,000 Combined Single Limit
  - d) Workers Compensation Minimum Limits
    - (i) Statutory– Limits by the Workers' Compensation Act of Virginia.
    - (ii) Coverage B
      - (I) \$1,000,000 Bodily Injury by Accident
      - (II) \$1,000,000 Bodily Injury by Disease
      - (III) \$1,000,000 Policy Limit Bodily Injury by Disease
- 4) Coverage Provisions
  - a) All deductibles or self-insured retention shall appear on the certificate(s).
  - b) Shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable. Add" See Attached Endorsement(s)" under Description of Operations and attach the Endorsement for this provision from the policy.
  - c) The policy must be with an insurer licensed to do business in the Commonwealth of Virginia.

I. Disclaimer of Liability

- 1) TOWN shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of LOUDOUN WATER's maintenance, repair, use, or operation of the Premises or its Equipment.

- 2) LOUDOUN WATER shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the TOWN's maintenance, repair, use, or operation of the Premises.

J. General Conditions:

- 1) Notices under this Agreement shall be deemed to be properly served if delivered in person or in writing by certified mail, with return receipt requested, to the following addresses or such other places as the parties reasonably designate:

a) To TOWN:

Director  
Department of General Services  
25 W. Market Street  
Leesburg, Virginia 20175  
Phone: 703-77-2420

Comment [B10]: Town's contact information & mailing address?

b) To LOUDOUN WATER:

Dale Hammes  
General Manager  
Loudoun County Sanitation Authority  
44865 Loudoun Water Way  
Ashburn, VA 20147  
Phone: 703-291-7700

With Copy To:

Jonathan P. Rak  
McGuireWoods LLP  
1750 Tysons Blvd.  
Suite 1800  
McLean, Virginia 22102  
Phone: 703-712-5411

- 2) Upon termination of this Agreement, LOUDOUN WATER shall remove its Equipment from the Leased Premises and restore the Equipment Shelter and Tank to a safe condition.
- 3) Nothing contained in this Agreement shall be deemed to waive the requirement of the various codes, regulations, resolutions, and statutes regarding permits, fees to be paid, or manner of construction, operation, or maintenance.
- 4) No assignment by LOUDOUN WATER of this Agreement or any rights hereunder shall be made without the prior written consent of the TOWN.
- 5) This Agreement embodies the entire agreement between TOWN and LOUDOUN WATER. It shall not be modified or terminated except as provided herein or by written agreement signed by the authorized representatives of both parties. If any provision herein is invalid it shall be considered deleted and shall not invalidate the remaining provisions. Time shall be of the essence in the performance of all obligations of TOWN and LOUDOUN WATER under this Agreement.

- 6) The parties agree that this Agreement will be governed by the laws of the Commonwealth of Virginia and shall be binding upon the parties and their respective successors and/or assigns.
- 7) This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this contract provided by facsimile machine or electronic mail is binding upon that party as if it were the original.

IN WITNESS WHEREOF, the parties hereto for themselves and their successors and assigns have executed this Agreement on the date and year first written above.

**LOUDOUN COUNTY SANITATION AUTHORITY**

\_\_\_\_\_  
 Dale Hammes  
 General Manager

\_\_\_\_\_  
 Date

***APPROVED AS TO FORM BY THE LOUDOUN COUNTY SANITATION AUTHORITY  
 GENERAL COUNSEL***

By: \_\_\_\_\_  
 Name: Jonathan P. Rak  
 Title: General Counsel  
 Date: \_\_\_\_\_

**THE TOWN OF LEESBURG**

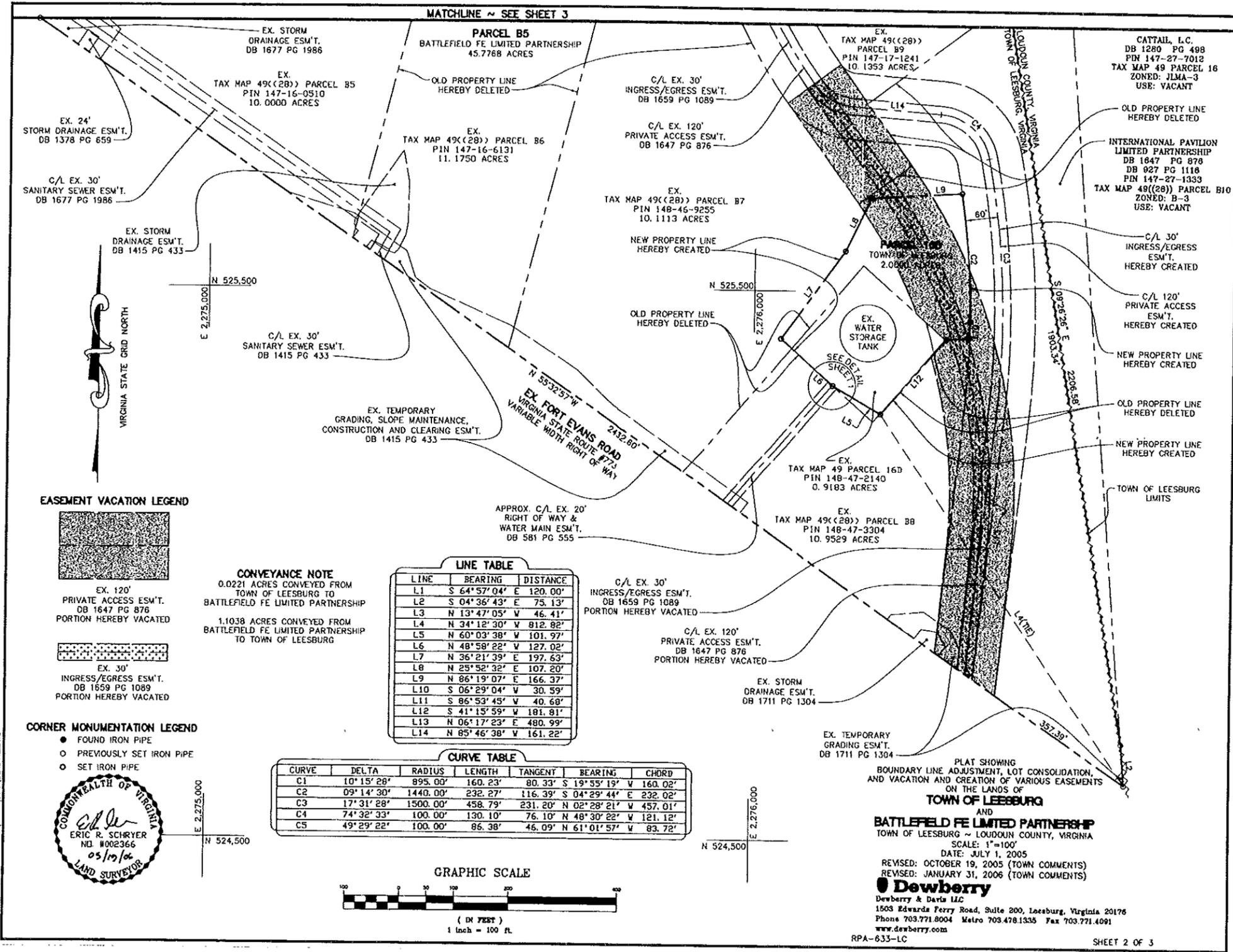
\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Date

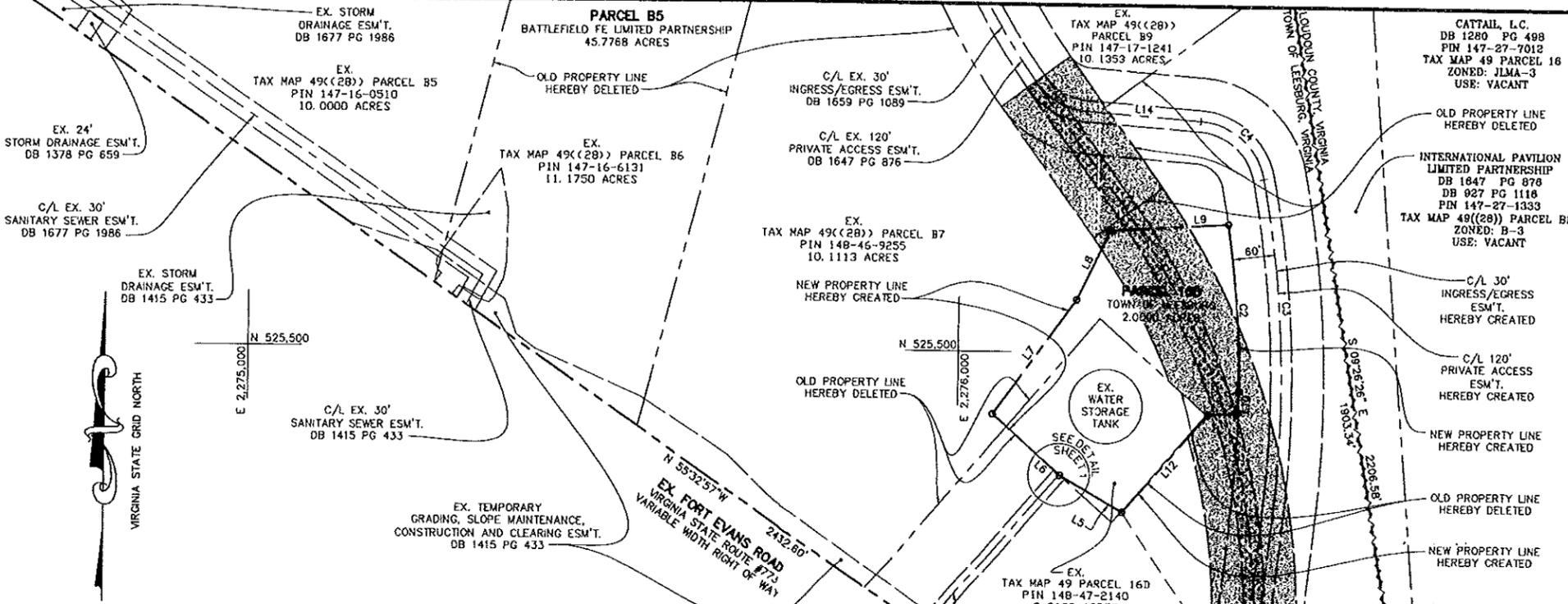
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 Title

***APPROVED AS TO FORM BY THE TOWN OF LEESBURG ATTORNEY'S OFFICE***

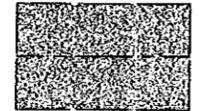
By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



MATCHLINE ~ SEE SHEET 3



**EASEMENT VACATION LEGEND**



EX. 120' PRIVATE ACCESS ESM'T. DB 1647 PG 876 PORTION HEREBY VACATED

EX. 30' INGRESS/EGRESS ESM'T. DB 1659 PG 1089 PORTION HEREBY VACATED

**CORNER MONUMENTATION LEGEND**

- FOUND IRON PIPE
- PREVIOUSLY SET IRON PIPE
- SET IRON PIPE



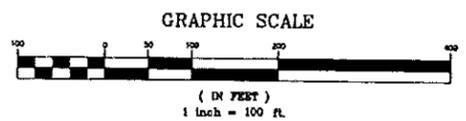
**CONVEYANCE NOTE**  
 0.0221 ACRES CONVEYED FROM TOWN OF LEESBURG TO BATTLEFIELD FE LIMITED PARTNERSHIP  
 1.1038 ACRES CONVEYED FROM BATTLEFIELD FE LIMITED PARTNERSHIP TO TOWN OF LEESBURG

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 64° 57' 04" E	120.00'
L2	S 04° 36' 43" E	75.13'
L3	N 13° 47' 05" W	46.41'
L4	N 34° 12' 30" W	812.82'
L5	N 60° 03' 38" W	101.97'
L6	N 48° 58' 22" W	127.02'
L7	N 36° 21' 39" E	197.63'
L8	N 25° 52' 32" E	107.20'
L9	N 86° 19' 07" E	166.37'
L10	S 06° 29' 04" W	30.59'
L11	S 86° 53' 45" W	40.68'
L12	S 41° 15' 59" W	181.81'
L13	N 06° 17' 23" E	480.99'
L14	N 85° 46' 38" W	161.22'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	10° 15' 28"	895.00'	160.23'	80.33'	S 19° 55' 19" W	160.02'
C2	09° 14' 30"	1440.00'	232.27'	116.39'	S 04° 29' 44" E	232.02'
C3	17° 31' 28"	1500.00'	458.79'	231.20'	N 02° 28' 21" W	457.01'
C4	74° 32' 33"	100.00'	130.10'	76.10'	N 48° 30' 22" W	121.12'
C5	49° 29' 22"	100.00'	95.38'	46.09'	N 61° 01' 57" W	83.72'



PLAT SHOWING BOUNDARY LINE ADJUSTMENT, LOT CONSOLIDATION, AND VACATION AND CREATION OF VARIOUS EASEMENTS ON THE LANDS OF TOWN OF LEESBURG AND

**BATTLEFIELD FE LIMITED PARTNERSHIP**  
 TOWN OF LEESBURG ~ LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=100'  
 DATE: JULY 1, 2005  
 REVISED: OCTOBER 19, 2005 (TOWN COMMENTS)  
 REVISED: JANUARY 31, 2006 (TOWN COMMENTS)

**Dewberry**  
 Dewberry & Davis LLC  
 1503 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20176  
 Phone 703.771.8004 Metro 703.478.1335 Fax 703.771.4091  
 www.dewberry.com

RPA-633-LC

SHEET 2 OF 3

EXHIBIT "A"



*Aref*  
*Kept it:*  
*Since you are*  
*working with*  
*Jeannette*

Aref Etemadi, PE  
Town of Leesburg, Utility Administration Division  
1385 East Market Street  
Leesburg, VA 20176

Re: Loudoun Water Automated Metering Infrastructure Antennas

Dear Aref,

Loudoun Water would like to thank you for taking the time to speak with us concerning the possible use of Leesburg's Carr Tank #2 for radio infrastructure, associated with our upcoming Automated Metering Infrastructure (AMI) deployment.

We are in the process of finalizing procurement of a fixed base AMI system that will be used to read water meters via radio telemetry. During the initial RF propagation study conducted by the potential vendors, it was determined that Carr Tank #2 would provide adequate elevation and thus coverage throughout our northern service area. This location may provide our customers with an enhanced level of service as well as potentially opening up new opportunities for data acquisition and monitoring from sites like the Leesburg/Loudoun Water Emergency Interconnect Vault located along Riverside Parkway near Goose Creek.

We would like to have an opportunity to discuss this with you in more detail in the coming weeks in order to further advance our AMI project. In the meantime, if you could provide us with telecommunication lease documentation for review and any other information such as design requirements/constraints and a typical project review and approval timeline, it would be appreciated.

Sincerely,

Richard L. Jacobson, PE  
Deputy Director, O&M



PRESENTED January 8, 2013

RESOLUTION NO. \_\_\_\_\_

ADOPTED \_\_\_\_\_

A RESOLUTION: AUTHORIZING LOUDOUN WATER'S REQUEST FOR LEASE AGREEMENT TO INSTALL AN AUTOMATED METERING INFRASTRUCTURE ANTENNA ON CARR TANK II

WHEREAS, Loudoun Water has requested use of Town's Carr Tank II for installation of radio infrastructure for their current automated metering infrastructure (AMI) deployment; and

WHEREAS, Town and Loudoun Water have had excellent working and collaboration relationship for many years and approval of their request will provide long term mutual benefit to both jurisdictions.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia that the Town Manager is hereby authorized to execute a lease agreement for installation of an automated metering infrastructure antenna with Loudoun Water on a form approved by the Town Attorney.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Kristen C. Umstattd, Mayor  
Town of Leesburg

ATTEST:

\_\_\_\_\_  
Clerk of Council