



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 929-6611
Fax (978) 929-6350

Steven L. Ledoux
Town Manager

June 26, 2014

Please place this in the Legal Ad section of the Acton Beacon on Thursday, July 3, 2014

Bill to: NSTAR
One NSTAR Way
Westwood, MA 02090

Please confirm and send tear sheet to **Lisa Tomyl, Town Manager's Office** along with an email confirmation: ltomyl@acton-ma.gov

LEGAL NOTICE
TOWN OF ACTON
NOTICE OF HEARING

A public hearing of the Acton Board of Selectmen will be held on Monday, July 14, 2014 at 7:25 PM in the Francis Faulkner Hearing Room 204 of the Acton Town Hall, 472 Main Street, Acton, for the installation of two (2) poles by NSTAR located southerly at 13 School Street, Town Parking Lot. The application and accompanied plans can be inspected at Town Hall during normal business hours.

Acton Board of Selectmen



TOWN OF ACTON
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 264-9628
Fax (978) 264-9630

Engineering Department

INTERDEPARTMENTAL COMMUNICATION

To: Board of Selectmen

Date: June 27, 2014

From: Engineering Department

Subject: NSTAR Petition – Commuter Parking Lot, School Street - 2nd Request

We have reviewed the petitions from NSTAR to install two utility poles located in the back corner of the commuter parking lot on School Street, on Acton town property. The proposed utility poles are requested in conjunction with JF White's request to install three 4-inch conduit from the poles to the MBTA property. Copies of prior requests have been provided with this memo.

An easement plan created by LMH titled "MBTA Easement for 30'x10' Power Service for 13 School St, Acton MA" dated March 3rd, 2014 has been created and submitted as part of this request. This easement plan and agreement must be accepted by Town Meeting and recorded at the Middlesex County Registry of Deeds.

We don't foresee an issue in approving this request. Please let us know if you have any questions or comments regarding this matter.



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472 Main Street
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Fax (978) 264-9630

Engineering Department

INTERDEPARTMENTAL COMMUNICATION

To: Board of Selectmen

Date: April 4, 2014

From: Engineering Department

Subject: NSTAR Petition – Commuter Parking Lot, School Street

We have reviewed the petitions from NSTAR to install two utility poles located in the back corner of the commuter parking lot on School Street, on Acton town property. The proposed utility poles are requested in conjunction with JF White's request to install three 4-inch conduit from the poles to the MBTA property.

The MBTA or NSTAR should create an easement plan and agreement to be accepted by Town Meeting and record the easement and plan at the Middlesex County Registry of Deeds.

We don't foresee an issue in approving this request. Please let us know if you have any questions or comments regarding this matter.



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472 Main Street
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Engineering Department

INTERDEPARTMENTAL COMMUNICATION

To: Board of Selectmen

Date: January 21, 2014

From: Engineering Department

Subject: JF White/MBTA Petition – Commuter Parking Lot, School Street

We have reviewed the petitions from JF White to install three 4-inch conduit from a proposed NSTAR pole located in the back corner of the commuter parking lot on School Street, across Acton town property approximately 20-feet to MBTA property.

We suggest JF White be required to obtain a street cut and trench permits with their respective fees and post a bond for the work to be completed. The standard bond is \$1500 during the construction season of March 15th to November 15th, \$4500 for the winter months.

The MBTA should create an easement plan and agreement to be accepted by Town Meeting and record the easement and plan at the Middlesex County Registry of Deeds.

We don't foresee an issue in approving this request. Please let us know if you have any questions or comments regarding this matter.

PETITION OF NSTAR ELECTRIC COMPANY FOR LOCATION OF POLES

To the **BOARD OF SELECTMEN** of the Town of **ACTON**, Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY**, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, the said poles to be located, substantially as shown on the plans made by **LMH** dated **March 17, 2014** and filed herewith, upon, along and across the following public way or ways of said Town:

School Street : Southerly side, located at 13 School Street, Town Parking Lot

**Install Two (2) new poles
49/4-1X and 49/4-2X**

(WO 1958741)

Your petitioner agrees to reserve space for one crossarm at a suitable point upon each of said poles for telephone, fire and police signal wires owned by the Town and used for municipal purposes.

NSTAR ELECTRIC COMPANY

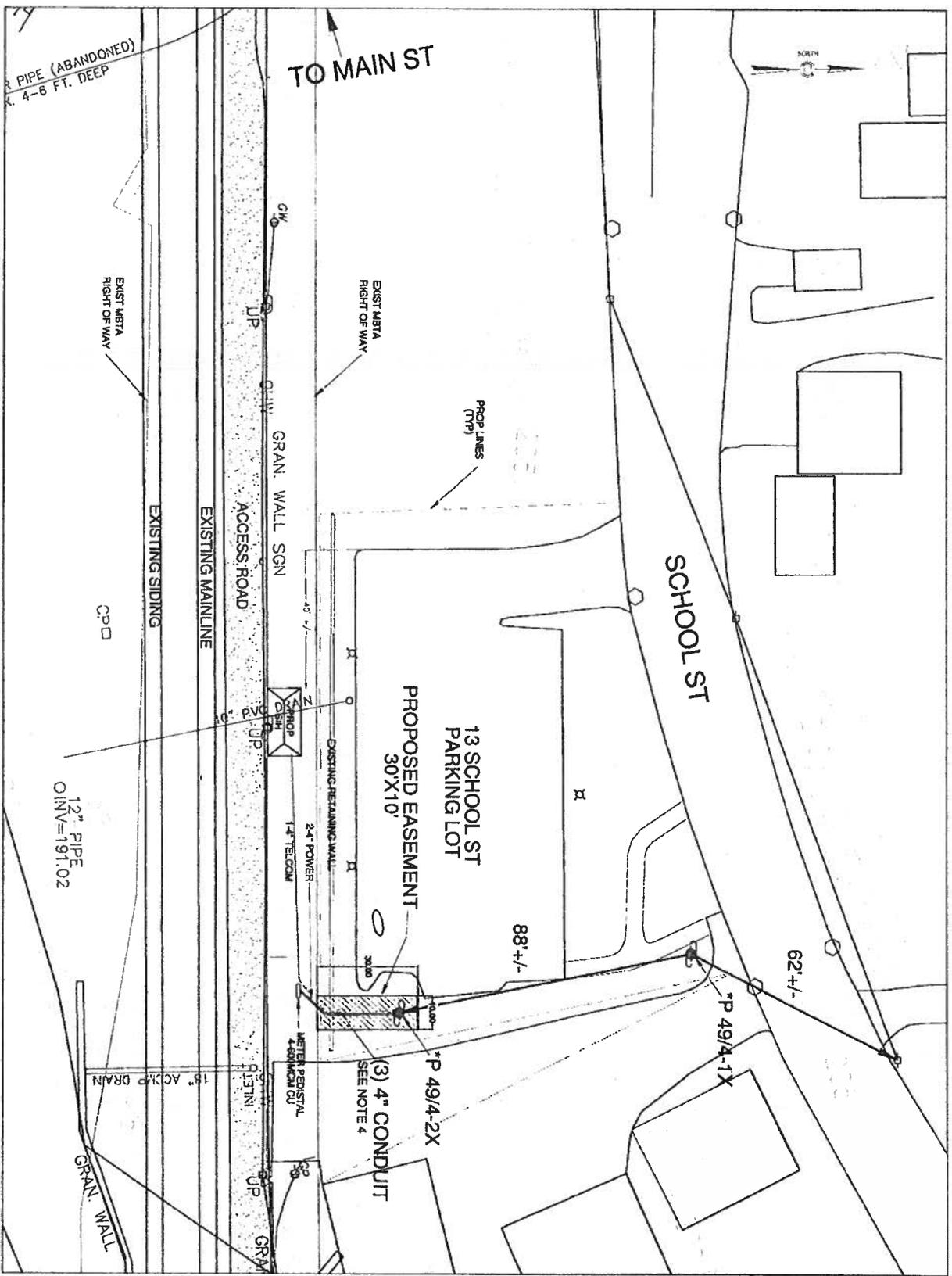
BY William D Lemos
William D. Lemos, Supervisor
Rights & Permits

Dated this _____ day of _____ 2014

Town of **ACTON**, Massachusetts

Received and filed _____ 2014.

Town Clerk



GENERAL NOTES:

1. VERIFY WITH DIG SAFE THE EXISTING UTILITIES ARE CLEAR OF NEW POLES AND CONDUIT IN PROP. EASEMENT.
2. *USE THIS PLAN WITH NISTAR WORKSHEET FOR POWER SERVICE TO METER PANELS 4'-8" BENCH HT.
3. THE PROPOSED 10'X20' EASEMENT IS ON THE CORNER OF 13 SCHOOL ST PARKING LOT.
4. (3) 4" CONDUIT: GAS CONDUIT UNDERGROUND, PVC CONDUIT ABOVE GROUND.
- (1) 4" CONDUIT TO SIGNAL INSTRUMENT HOUSE FOR TELECOMMUNICATION.
- (2) 4" CONDUIT TO METER CABINET FOR POWER SERVICE.

No.	Revisions/Notes	Date

Drawing Title:
MBTA EASEMENT FOR 30X10' POWER SERVICE 13 SCHOOL ST ACTON, MA

Scale:	3-1/2" = 1'	Sheet:	NTS
Drawn By:	AKM	Checked By:	
*CP-25 ELECTRIC SERVICE			
CP-25-01			



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Steven L. Ledoux
Town Manager

June 26, 2014

Please place this in the Legal Ad section of the Acton Beacon on Thursday, July 3, 2014

Bill to: NSTAR
One NSTAR Way
Westwood, MA 02090

Please confirm and send tear sheet to **Lisa Tomy**, Town Manager's Office along with an email confirmation: ltomy@acton-ma.gov

LEGAL NOTICE
TOWN OF ACTON
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Acton Board of Selectmen



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Board of Selectmen

**NSTAR ELECTRIC COMPANY
LOCATION FOR UTILITY POLES**

NOTICE

In conformity with the requirements of Section 22 of Chapter 166 of the General laws. (Ter. Ed.), you are hereby notified that a public hearing will be held at the office of the Selectmen of the Town of Acton, 472 Main Street, Massachusetts, on the **14th of July at 7:25 o'clock PM**, upon the petition of Nstar Electric Company for the erection or construction of poles , and location for, such a line of wires, poles and such fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, the said poles to be located along and across the following public way or ways of said Town:

School Street - Southerly side, located at 13 School Street, Town Parking Lot
Install Two (2) new poles
49/4-1X and 49/4-2X

PETITION OF NSTAR ELECTRIC COMPANY FOR LOCATION OF POLES

To the **BOARD OF SELECTMEN** of the Town of **ACTON**, Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY**, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, the said poles to be located, substantially as shown on the plans made by **LMH** dated **March 17, 2014** and filed herewith, upon, along and across the following public way or ways of said Town:

School Street : Southerly side, located at 13 School Street, Town Parking Lot
Install Two (2) new poles
49/4-1X and 49/4-2X

(WO 1958741)

Your petitioner agrees to reserve space for one crossarm at a suitable point upon each of said poles for telephone, fire and police signal wires owned by the Town and used for municipal purposes.

NSTAR ELECTRIC COMPANY

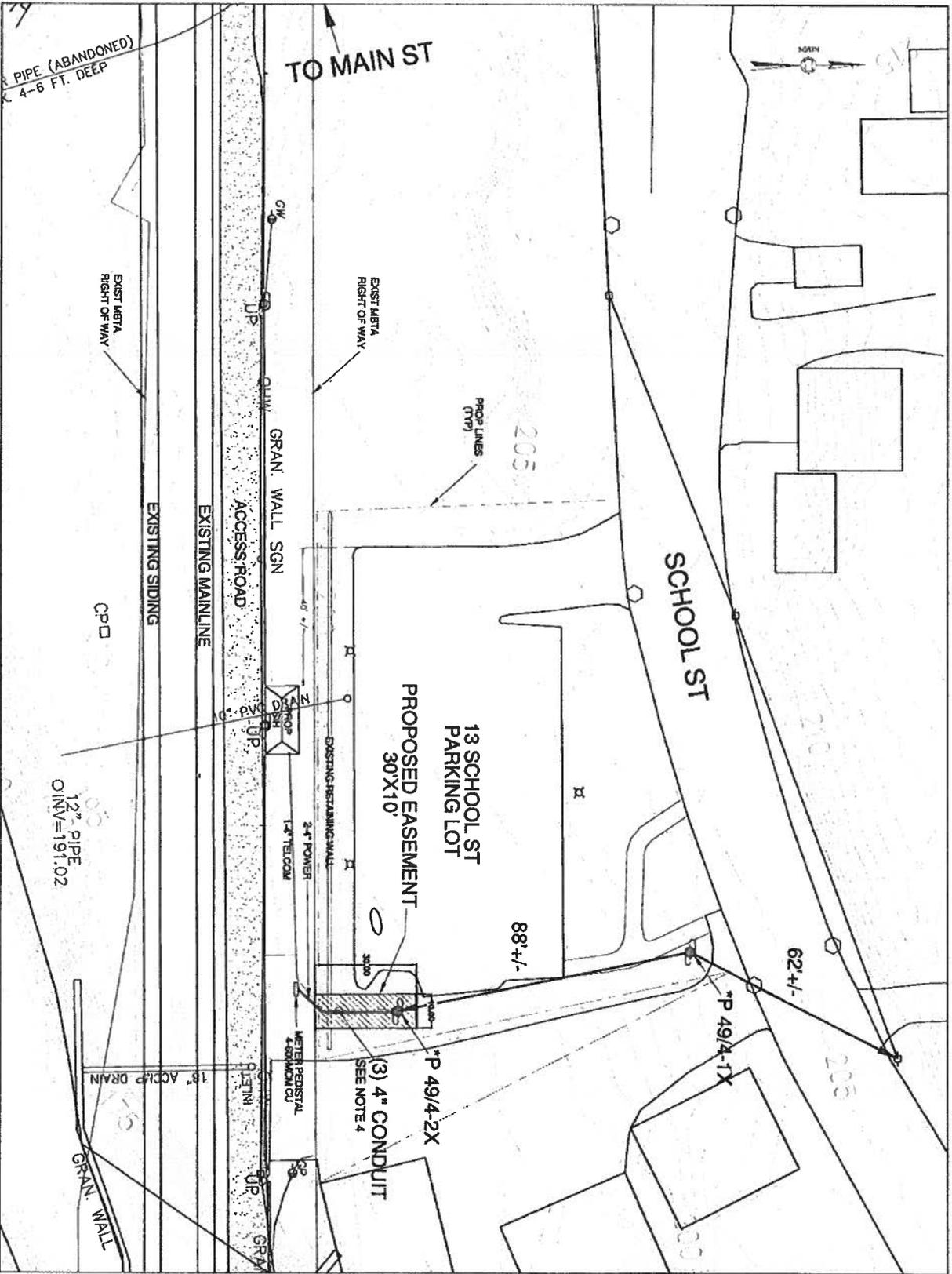
BY William D Lemos
William D. Lemos, Supervisor
Rights & Permits

Dated this _____ day of _____ 2014

Town of **ACTON**, Massachusetts

Received and filed _____ 2014.

Town Clerk



GENERAL NOTES:

1. VERIFY WITH THE SAFE THE EXISTING UTILITIES AND CONDUITS IN PROP EASEMENT.
2. USE THIS PLAN WITH NEIGHBOR'S PERMIT FOR POWER SERVICE TO METER PEDISTAL 4-60MMCA CL.
3. THE PROPOSED 10'x30' EASEMENT IS ON THE SOUTHEAST CORNER OF 13 SCHOOL ST PARKING LOT.
4. (3) 4" CONDUIT: GAS CONDUIT UNDERGROUND, PVC CONDUIT ABOVE GROUND, (1) 4" CONDUIT TO SIGNAL TRANSFORMER CASE FOR TRIPMOUNT METER.
- (2) 4" CONDUIT TO METER CABINET FOR POWER SERVICE.

No.	Revisions/Date	By

Drawing Title:
 MBTA EASEMENT
 FOR 30'X10' POWER
 SERVICE
 13 SCHOOL ST
 ACTON, MA

Design	3-17-14	Scale	NTS
Drawn By	RTM	Checked By	
Drawn Date			
Proj. No.	CP-25 ELECTRIC SERVICE		
	CP-25-01		

RECORD OF VOTE OF THE ACTON BOARD OF SELECTMEN
_____, 2014

At a duly called public meeting of the Acton Board of Selectmen on _____, 2014, the Board voted to approve and execute a License Agreement with the Massachusetts Bay Transportation Authority (“MBTA”) and a License Agreement with NSTAR Electric Company (“NSTAR”) each substantively in the form presented to the Board of Selectmen at such Board Meeting for: (i) the installation, use and maintenance of two electric poles (with respect to the License Agreement between the Town and NSTAR) on the property commonly known as 13 School Street; and (ii) the installation, use and maintenance of an underground conduit (with respect to the License Agreement between the Town and the MBTA) on the property commonly known as 13 School Street that will connect the two NSTAR poles to be located at the 13 School Street property with the MBTA property located adjacent to the 13 School Street property (the proposed locations of each of the aforementioned license areas are set forth with more particularity on the attachments to the respective License Agreements). The Board further voted to authorize final modifications, deletions or changes to the License Agreements that are acceptable in form and substance to the Town Manager in the Town Manager’s discretion, to authorize the Town Manger to execute the final License Agreements, as the same may be modified, on behalf of the Town and to authorize the Town Manager to take any actions and/or to obtain, record and/or execute any documents that are necessary, in the Town Manager’s discretion, to complete the licenses as contemplated in the Lease and in this vote.

ACTON BOARD OF SELECTMEN

Michael Gowing, Chair

Katie Green, Vice-Chair

Peter Berry, Clerk

Janet Adachi

Frances Osman

POLE LICENSE

The undersigned, owner of the premises at 13 School St., Acton, Massachusetts, for consideration paid, grants to NSTAR Electric Company, its successors and assigns, hereinafter known as the Company, the license and permission, from time to time as may be necessary to construct, install, relocate, repair, renew and maintain poles, with the necessary wires, sustaining or protecting fixtures, including anchors and guys, and service and street lamp connections, including, at the option of said Company, the replacement of said poles with poles of different sizes, along with the necessary equipment and connection attached thereto constituting a line for the distribution of electricity and intelligence for control and metering purposes, in, upon, under, along and across a portion of said premises, and the right to enter upon a portion of said premises from time to time for the purpose of installing, repairing, renewing, maintaining, replacing and removing said line, the approximate location of said portion of the premises and poles and line being shown on the sketch attached hereto as Exhibit A.

Executed as a sealed instrument this _____ day of _____, 2014.

TOWN OF ACTON

By: _____
Steven Ledoux, Town Manager

NSTAR ELECTRIC COMPANY

By: _____
Name:
Title:

Exhibit A

(see following page)

LICENSE AGREEMENT

1. The License

The Town of Acton (hereinafter referred to as "TOWN" or "LICENSOR") with an address of 472 Main Street, Acton MA, hereby grants to the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at 10 Park Plaza, Boston, Massachusetts, its employees, consultants and contractors (hereinafter referred to as "MBTA" or "LICENSEE"), a license to enter upon and use a portion of the property known as 13 School Street, shown with more particularity on the plan attached hereto as Exhibit A and incorporated herein, (the "Premises") for the purposes described in the Scope of Activity below. Such activity may be conducted only during the Term.

2. General Conditions

Among the terms and conditions of this License are included the following General Conditions:

- 2.1 Date: _____, 2014
- 2.2 LICENSEE: MBTA
- 2.3 Term: Until terminated pursuant to Section 13.
- 2.4 Commencement Date: The date of this Agreement.
- 2.5 License Fee: Waived
- 2.6 Administrative Fee: Waived
- 2.7 Premises: The premises located in Acton, Massachusetts, as more fully shown in Exhibit A attached hereto.
- 2.8 Scope of License: In connection with renovations at the South Acton Commuter Rail Station, the MBTA desires to install, use and maintain three four-inch conduits (the "Conduits") under the Premises, connecting power and telecommunications lines located on 13 School Street to an adjacent MBTA right-of-way property. The MBTA and its contractors, subcontractors and agents (collectively, the "LICENSEE PARTIES"), may only use the Premises for the installation, use and maintenance of the Conduits.

2.9 Notices: MBTA:

Town:

Steven L. Ledoux
Town Manager
472 Main Street
Acton, MA 01720
978-929-6611

3. Consideration

The rights contained in this License are granted for good and valuable consideration, the sufficiency of which is hereby acknowledged.

4. Terms and Conditions of License

4.1 This License is subject to the following terms and conditions:

(a) Scope of Activity

The Scope of Activity is the Scope of License (Section 2.8) as modified by the terms of this License. The LICENSEE PARTIES shall minimize the disruption to and alteration of the Premises and, as soon as possible after expiration or termination of this License, shall return the Premises to the condition existing immediately prior to the initiation of the Scope of Activity and entry hereunder, except for modifications permitted hereunder. LICENSEE shall not: (i) use the Premises to generate, treat, transport, store, stockpile, or dispose of any contaminated soil, railroad ties, solid waste, hazardous waste, or other solid or liquid substance or mixture comprising or containing any reportable quantity of oil or Hazardous Material; or (ii) perform any surface or subsurface investigations of any kind on the Premises without the prior express written permission of the Town Manager.

(b) Utilities

LICENSEE acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the Scope of Activity. The LICENSEE PARTIES shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et

seq. To the extent the TOWN, or parties acting in behalf of either, locate and mark utilities in the rights of way and appurtenant thereto, LICENSEE shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the line(s) or used in connection with services or operations of the TOWN or the MBTA. Any damage to any utilities on or near the Premises caused by the LICENSEE PARTIES shall be the sole responsibility of LICENSEE. If LICENSEE does not immediately repair any utilities it has damaged, the TOWN, without being under any obligation to do so and without waiving the LICENSEE's obligation hereunder, may repair any utilities damaged by the LICENSEE immediately and without notice in case of emergency. In the event the TOWN exercises such right, the LICENSEE shall pay to the TOWN immediately upon demand all of the TOWN's cost of performing such repairs plus a fee equal to twenty-five percent of the TOWN's cost of performing such repairs to reimburse the TOWN for its administrative costs.

(c) Environmental Cooperation

If for any reason LICENSEE is not responsible for Hazardous Materials, defined below, on the Premises then LICENSEE agrees to cooperate with the TOWN in the determination of the party liable for the remediation of the Premises under applicable Federal and/or state law. Such cooperation may include the temporary adjustment of the rights granted to LICENSEE hereunder. The TOWN shall not be responsible for any damages incurred by the LICENSEE as a result of such temporary adjustment. "Hazardous Materials" shall mean "oil" or "hazardous materials", as those terms are defined in Massachusetts General laws Chapter 21E ("Chapter 21E") and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP").

(d) Remediation Obligation of the LICENSEE

Whenever by law or the terms of this License, LICENSEE is responsible for remediation of Hazardous Materials on TOWN property, LICENSEE, upon written demand of the TOWN, shall conduct, at LICENSEE's sole cost and expense (or at the TOWN's election, reimburse the TOWN for the cost and expense incurred by the TOWN in connection with the TOWN's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site Professional). Any such response action, if performed by LICENSEE, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the TOWN, shall be completed in a timely manner to the reasonable satisfaction of the TOWN. LICENSEE shall also be responsible for the reasonable costs incurred by the TOWN in hiring consultants (including a Licensed Site Professional)

to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results.

- (e) Notice of Project Completion and Record Drawings
Upon completion of its installation work, LICENSEE shall provide written notice ("Notice of Project Completion") to the TOWN of the date of project completion. The Notice of Project Completion shall be delivered to:

Steven L. Ledoux
Town Manager
472 Main Street
Acton, MA 01720

4.2 Indemnification and Release of TOWN

- (a) LICENSEE and the LICENSEE PARTIES shall indemnify, defend and save the TOWN harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to Hazardous Materials that may be imposed upon, incurred by, or asserted against the TOWN by reason of any of the following occurrences:
- (1) the activities of the LICENSEE PARTIES hereunder or the exercise by the LICENSEE of any rights or privileges hereby granted; or
 - (2) the presence, discovery or revealing of any pre-existing Hazardous Materials on the Premises (or other property of the TOWN adjacent to the Premises): (i) which discovery is a result of the LICENSEE's activities hereunder; (ii) where said Hazardous Materials are present because of LICENSEE's previous occupancies of the Premises (including LICENSEE's predecessors in interest), whether those occupancies were unauthorized or permitted pursuant to prior agreements between the parties; or (iii) where those pre-existing Hazardous Materials migrated from land now or previously owned, leased, occupied or operated by the LICENSEE or for which the LICENSEE is a potentially responsible party as defined under chapter 21E; or
 - (3) the placement or accidental release of any Hazardous Materials onto the Premises (or other property of the TOWN adjacent to the Premises) by LICENSEE or its employees, agents, contractors or consultants or by the employees, agents, or consultants of LICENSEE's contractors or subcontractors.

- (4) Any use, condition resulting from use, or occupation of the Premises or any part thereof by LICENSEE; or
 - (5) any failure of LICENSEE to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.
- (b) LICENSEE has inspected the Premises and decided that the Premises are suitable for the uses LICENSEE contemplates. LICENSEE assumes all the risk of entry on to the Premises.
- (c) LICENSEE hereby releases the TOWN from any responsibility for LICENSEE's losses or damages related to the condition of the Premises, and LICENSEE covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, third-party claim or any other claim) (hereinafter "Claims") against the TOWN, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Premises.
- (d) In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, LICENSEE shall indemnify, defend (at the option of the TOWN) and save the TOWN harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments related to the injury, illness or death of any employee of LICENSEE or of an employee of LICENSEE's contractors or consultants; except if the "Claim" arose because of the TOWN's grossly negligent or willful misconduct. It shall not be grossly negligent to allow access to the Premises that are in substantially the condition they were in when LICENSEE inspected the Premises before accepting this License.
- (e) LICENSEE shall be notified, in writing, by the TOWN of the assertion of any claim against it that LICENSEE has agreed to indemnify above (the "Indemnified Claim").
 - (1) LICENSEE shall bear the entire cost of defending the Indemnified Claim and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or

compromise provided that the TOWN is fully indemnified by the LICENSEE and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the LICENSEE on behalf of the TOWN or any other action that would materially prejudice the rights of the TOWN without the TOWN's express written approval. The TOWN shall cooperate with the LICENSEE in the defense of any Indemnified Claim.

- (f) If any response action due to the presence of Hazardous Material or the threat of release of Hazardous Waste onto the Premises (or other property of the TOWN which abuts the Premises), is performed by LICENSEE, the response action shall be performed in accordance with Section 4.1(d).

For purposes of this Section 4, the TOWN shall include the TOWN and its directors, officers, employees, agents, successors and assigns.

The provisions of Sections 4.1 and 4.2 shall survive the termination or expiration of this License.

5. Insurance

Throughout the Term of this License, the MBTA shall cause its contractor and subcontractors to carry and maintain the insurance as specified in Exhibit B. The MBTA shall furnish to the Town, in advance of any entry by any LICENSEE PARTY onto the Premises certificates of insurance conforming to Exhibit B and that name the Town of Acton as an additional insured.

ALL CERTIFICATES OF INSURANCE PERTAINING TO THIS REQUEST (AS WELL AS RENEWAL CERTIFICATES) SHOULD DESCRIBE PREMISES AS A SITE THAT IS COVERED.

6. Compliance with Laws

LICENSEE shall comply with, and shall cause all work performed to comply with all applicable Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

LICENSEE shall also be responsible for obtaining any and all Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

7. Exclusive Use

The parties intend that MBTA's use of the Premises during the Term shall be exclusive; however, the TOWN makes no representations or warranty, express or implied that the LICENSEE shall have sole or exclusive use of the Premises under this License. In the event other agreements, licenses or easements have

been granted, the LICENSEE shall be responsible for coordinating its work and activities with that of other licensees and parties in interest. The TOWN shall not be liable for delays, obstructions, or like occurrences affecting the LICENSEE, arising out of the work of other licensees or parties in interest.

LICENSEE'S rights herein are granted subject to easements and rights of record and existing leases and licenses.

8. No Warranty

LICENSEE accepts the Premises "As Is" and the TOWN makes no warranty, express or implied, as to the condition of the Premises.

9. Termination

At the termination of this License for Entry, LICENSEE agrees to restore the Premises to the condition it was in at the commencement of the term hereof (except for any installation explicitly permitted to remain herein), and to remove all of the LICENSEE's personal property and debris from the Premises. Should LICENSEE not perform such restoration at the end of the Term, the TOWN may perform any and all necessary restoration at the sole expense of the LICENSEE. Any personal property not so removed shall, at the option of the TOWN, either become the property of the TOWN or be removed by the TOWN and disposed of without any liability to the TOWN for such removal and disposition, all at the sole expense of the LICENSEE.

10. Assignment

LICENSEE shall not, without the prior written consent of the TOWN, transfer or assign this License or any part hereof. Such consent may be withheld at the sole discretion of the TOWN.

11. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when sent by certified mail, return receipt requested or delivered by a nationally recognized overnight mail service to the correct addressees described in Section 2.9. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

LICENSEE and the TOWN shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this License any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

12. Results

If this License explicitly allows LICENSEE to conduct certain investigations on TOWN owned land, then if asked to do so by the TOWN in writing, the LICENSEE agrees to provide to the TOWN, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this License in both hard copy form and in a digital format specified by the TOWN regardless of whether the report was prepared by LICENSEE, its agent, consultant or contractor, or prepared on behalf of the LICENSEE. All results and reports shall be provided to the TOWN within ten (10) days of receipt by LICENSEE of such written request. LICENSEE agrees to consult with the TOWN prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. LICENSEE shall give the TOWN a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

13. Default and Termination

(a) **Termination**

This License is revocable by the TOWN upon thirty (30) days' advance written notice to LICENSEE. pursuant to Section 13(b) and is otherwise terminable by the TOWN upon one hundred eighty (180) days' written notice to LICENSEE.

(b) **Default of Terms and Conditions**

LICENSEE shall be in default if LICENSEE:

- (1) fails to perform or observe any of the other covenants or agreements contained in this instrument and on its part to be performed or observed, or
- (2) makes any assignment for the benefit of creditors or files petition for relief under bankruptcy law, or
- (3) has a bankruptcy petition filed against it that is not dismissed within sixty (60) days, or
- (4) has its estate taken by process of law, proceeding in bankruptcy or insolvency or otherwise.

And if such defaults continue after thirty (30) days written notice given by the TOWN to LICENSEE to cure, the TOWN may terminate this License by written notice to LICENSEE and/or deny access to the Premises and expel LICENSEE and those claiming through or under LICENSEE and remove LICENSEE's effects from the Premises without prejudice to any remedies which might otherwise be available for such breach of covenant, and, upon entry as aforesaid, the rights of LICENSEE created by this License shall terminate. Notwithstanding the preceding, if LICENSEE begins to cure a default as soon as possible within said two week period

and thereafter continues to pursue a cure with all due diligence, then the TOWN shall not terminate this License until and unless LICENSEE ceases to pursue a cure with all due diligence and has not in fact cured said defaults. LICENSEE agrees to pay any expense including reasonable attorneys' fees incurred by the TOWN in enforcing any of LICENSEE's obligations hereunder.

14. INTENTIONALLY DELETED

15. Work in Harmony

LICENSEE agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the TOWN.

16. INTENTIONALLY DELETED

17. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, LICENSEE shall undertake affirmative action as required by Federal and state laws, rules and regulations pertinent to Civil Rights and Equal Opportunity unless otherwise exempted therefrom. LICENSEE agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any Federal agency and in accordance with applicable Federal Law and applicable state laws, rules and regulations.

LICENSEE shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual orientation, disability or Vietnam era veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, or subcontractors.

Consistent with the law, LICENSEE shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurement of materials and service under this License.

18. Taxes

LICENSEE shall be solely responsible for the payment of any applicable taxes, levies, betterments or assessments, fees or discharges, whether in existence on the date hereof or becoming applicable during the Term, which may be assessed against LICENSEE or the TOWN which are directly attributable to LICENSEE's installations in, or use of, the Premises, or any personal property or fixtures of LICENSEE located thereon (collectively referred to as "Taxes"). LICENSEE shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law

for their nonpayment. Such payments shall constitute an additional License Fee hereunder.

LICENSEE may contest, in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided LICENSEE shall indemnify the TOWN against any resulting loss, cost and expense. LICENSEE shall not permit a lien or encumbrance on the Premises by reason of failure to pay any Taxes.

TOWN acknowledges that LICENSEE is tax exempt.

19. No Third Party Beneficiaries

This License shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

20. No Mechanics' Liens

The LICENSEE shall not cause or permit any liens to be placed against the Premises as a result of the exercise of rights under this License; and LICENSEE shall immediately cause any such liens to be bonded over and discharged.

21. No Estate in Land

This License creates no tenancy, including a tenancy at will, and conveys no estate or interest in land to the LICENSEE. The TOWN and the MBTA will not record this License at the Registry of Deeds.

22. Access

During the Term, the TOWN shall allow access by the LICENSEE to the Premises from the public way over other TOWN land adjacent to the Premises. LICENSEE shall comply with all of the TOWN's requirements concerning such access.

23. No Personal Liability

No recourse shall be had by the MBTA or the TOWN against any officer, director, bondholder, employee, or agent of the other alleging personal responsibility on the part of such person with respect to performance of responsibilities under this License.

24. Entire Agreement

This License contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

25. Governing Law

This License shall be construed and interpreted under and pursuant to the laws of the Commonwealth of Massachusetts, and the Massachusetts and Federal conflict of laws provisions shall not be applied if the result is that other than Massachusetts law shall govern.

26. Successors and Assigns

The provisions of this License shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

27. Limitation on Damages

The TOWN shall not be liable to LICENSEE for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless specified herein.

28. No Waiver

No failure by Licensor to insist upon strict performance of any term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant or condition. Any waiver by Licensor of any term, covenant or condition hereof shall not be effective unless such waiver is in writing.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed this
__ day of _____, 20__.

LICENSOR: TOWN OF ACTON By: _____ Steven L. Ledoux Town Manager	LICENSEE: MASSACHUSETTS BAY TRANSPORTATION AUTHORITY By: _____ Printed Name: _____ Title: _____
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EXHIBIT A
PLAN OF PROPERTY

EXHIBIT B
INSURANCE REQUIREMENTS