



March 29, 2022

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- Theodore A Barten, PE
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- Cindy Schlessinger
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- Michael D Howard, PWS
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- Marc Bergeron, PWS, CWS

Sudbury Planning Board  
278 Old Sudbury Road  
Sudbury, MA 01776

**Subject: Sudbury-Hudson Transmission Reliability Project (SWMP #20-07)  
Pre-Construction Conditions - Compliance Submission**

Dear Sudbury Planning Board Members:

On behalf of NSTAR d/b/a Eversource Energy (“Eversource”), Epsilon Associates, Inc. (“Epsilon”) is submitting this letter and supporting documentation in accordance with a pre-construction related condition included in the Stormwater Management Permit (“SWMP”) issued on January 27, 2021 by the Sudbury Planning Board (“the Board”) for the Sudbury-Hudson Transmission Reliability Project (“the Project”).

**Copy of Eversource/DCR Memorandum of Understanding (Condition C.11)**

This condition requires the Applicants to provide the executed Memorandum of Understanding between Eversource and the DCR prior to the commencement of work. Note that this condition also requires submission of any agreements between the MBTA and the Applicants. Attached is the fully executed Eversource/DCR MOU for your files. The MBTA agreements will be sent in a separate submittal prior to construction.

In conclusion, please do not hesitate to contact me at 508-212-0420 or via email at [mbergeron@epsilonassociates.com](mailto:mbergeron@epsilonassociates.com) if you have any questions or concerns related to this submission or information contained herein.

Sincerely,

Marc Bergeron, PWS  
Project Manager/Principal

3 Mill & Main Place, Suite 250  
Maynard, MA 01754  
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978 897 7100  
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## **MEMORANDUM OF UNDERSTANDING**

**AGREEMENT** made this 3/24 day of 2022 ("Agreement"), by and between **NSTAR ELECTRIC COMPANY**, d/b/a Eversource Energy a corporation and public utility, having its principal place of business at One NSTAR Way, Westwood, Massachusetts 02090("Eversource"), and the **DEPARTMENT OF CONSERVATION AND RECREATION**, a state agency of the Commonwealth of Massachusetts, with a principal address at 251 Causeway Street, Suite 600, Boston, Massachusetts 02114 ("DCR").

### **RECITALS:**

**WHEREAS**, on December 24, 1976, the Boston and Maine Corporation ("B&M") conveyed to the Massachusetts Bay Transportation Authority ("MBTA") certain property owned by the B&M (the "Massachusetts Central Rail Line" or the "Property"), by an indenture recorded in the Registry in Book 13117, Page 113. On February 6, 1977, the MBTA adopted an order of taking, recorded on March 17, 1977, in Book 13156, Page 34; and

**WHEREAS**, The MBTA as the fee owner of the property, entered into a 99 year lease with the DCR on December 30, 2010, for the construction and maintenance of a Rail Trail known as the Massachusetts Central Rail Trail ("MCRT") along the leased portion of the property ("MCRT Leased Premises"), as a recreational and alternative transportation corridor through the Towns of Sudbury, Stow, Marlborough and Hudson; and

**WHEREAS**, Eversource Energy entered into an Option Agreement (the "Option") on June 9, 2017, for a permanent and perpetual Easement subject to the Massachusetts Energy and Facility Siting Board ("EFSB") approval to construct a 115 KV Transmission Line Facility ("Transmission Project" per specifications attached hereto and incorporated herein as Exhibit B) on the MBTA's Massachusetts Central Rail Line.

**WHEREAS**, the DCR and Eversource seek to memorialize agreement concerning the construction of the DCR's MCRT Project within its MCRT Leased Premises and Eversource Energy's Transmission Project within the MCRT Leased Premises and the Massachusetts Central Rail Line right of way.

**NOW, THEREFORE**, in consideration of mutual covenants herein contained, the parties agree as follows:

1.0 Upon (a) EFSB project approval, (b) a final certificate under the Massachusetts Environmental Policy Act and (c) receipt of an executed easement from the MBTA and (c) a fully-executed original of this Agreement, Eversource agrees to design and construct in conjunction with the construction of its Transmission Project, a gravel H20-rated road base, within a portion of the MCRT leased premises as approved by DCR and the MBTA. The road base will extend along the MCRT Leased Premises off of Boston Post Road, in Sudbury near

Eversource's substation through the towns of Sudbury, Stow, Marlborough and Hudson. (see specifications attached hereto and incorporated herein as Exhibit A).

2.0 Eversource will construct the gravel base that will serve as the base of the MCRT and will also provide permanent and perpetual access for the construction, reconstruction, maintenance and access to Eversource's Transmission Project. Such access will be by foot, vehicle, truck, crane or other equipment, as deemed necessary in Eversource's sole discretion through the property and to its facilities within and along the Massachusetts Central Branch Rail Line and the MCRT Leased Premises.

3.0 Eversource agrees to allow herbaceous vegetation to be added as shoulders to the gravel base, and a binder and top coat or other surface to be installed on top of Eversource's H20 loading gravel roadbed/ trail sub-base at the expense of the DCR and/or its municipal partners for uses authorized under and in accordance with the lease between DCR and the MBTA.

4.0 DCR and /or its municipal partners agree to design, permit and construct an ADA-accessible rail trail surface, up to 10-foot wide, constructed to withstand H20 loading on top of the roadbed / trail sub-base that Eversource will have constructed. DCR's obligations under this agreement shall be subject to availability of funds and appropriation as made by the Legislature. DCR will not authorize public access to the MCRT Leased Premises until such time that the rail trail surface, as described in this paragraph, is constructed pursuant to the lease between the MBTA and the DCR.

5.0 Eversource shall design, permit, and construct rehabilitate two (2) bridges (Bridge 128, Sudbury and Bridge 130, Hudson) and one (1) bridge replacement (Bridge 127, Sudbury) within the MCRT leased premises. Eversource agrees these improvements can be used and improved upon by the DCR for the uses authorized under and in accordance with the lease between DCR and the MBTA. Eversource agrees to make improvements on those bridges which includes the construction of an ADA-compliant wood decked surface and safety railing that provides a 12-foot clear width and also includes the work necessary to ensure H10 loading for those bridges. In addition, Eversource shall design, permit, and construct a box culvert under Chestnut Street in Hudson that provides a 12-foot clear width and a 10-foot vertical clear height.

6.0 Once constructed, pursuant to the MCRT 99-year Alternative Transportation Corridor Lease Agreement between the MBTA and the DCR, the gravel base, the bridges, the box culvert, the bridge decking and railings and all trail related fixtures and appurtenances will be under the care and control of the DCR. Once constructed, Eversource will not be responsible for maintenance or capital repairs of the MCRT trail including the gravel base, bridges, box culvert, surface, shoulders, road crossings, landscaping, snow plowing for public access, safety signage, guardrails, bridge decking, railings and road crossing equipment, or any other trail way related equipment, appurtenances, plantings or utilities. Eversource shall remain responsible for the maintenance and repair of its electric transmission facilities and related electric transmission appurtenances. The DCR agrees to abide by applicable state and federal permitting conditions and landscaping requirements as set forth by the state or local authorities as outlined in the conditions issued for permitting the MCRT gravel base. Any vegetation removal would be conducted in accordance with DCR's Trail Guidelines and Best Practices Manual where

applicable, and all applicable laws. The DCR further agrees that any DCR improvements constructed will not obstruct, impede or unreasonably interfere with Eversource's access to its Transmission Facilities or the right of way corridor. DCR and Eversource agree that DCR shall have no duty, obligation or liability to Eversource to operate, maintain or make capital repairs to the MCRT, including without limitation or personal injury or property damage arising from Eversource's use of the improvements.

7.0 The DCR plans to install recreational trail improvements in accordance with the lease between DCR and the MBTA. The DCR agrees all proposed improvements, including landscaping within Eversource's easement must be reviewed by Eversource in advance to make sure they are compatible with Eversource's facilities and comply with Eversource's standards for improvements allowed within high-voltage electric transmission corridors.

8.0 Ground Maintenance: DCR agrees to maintain the improved portion of the MCRT leased corridor in accordance with the DCR's lease between the DCR and the MBTA and the DCR's trail way BMP's. The DCR further agrees to incorporate annual mowing over Eversource's manhole and duct bank.

9.0 Invasive Management: Should DCR find it necessary to control invasive plants along the corridor in order to protect the health and safety of the public, the infrastructure of the trail, and / or the habitat values, DCR will follow its BMPs for managing invasive plants as resources and priorities allow. The BMPs include the following guidelines:

- Prevention: Monitor properties annually for potential introductions, especially near boundaries and disturbed areas (e.g., roadsides, trailheads). Eliminate new infestations using hand pulling or weed wrenches when feasible.
- Management Planning: Identify population sizes and locations. Prioritize populations for management based on significance of the resource, aggressiveness of the species, and potential for long-term control.
- Mechanical Control: Hand pulling recommended for young plants and small populations. Cutting or mowing, repeatedly through the season before plants flower, can be good for large monocultures or when root systems are extensive.
- The DCR reserves the option to use herbicides as a tool of last resort for plant infestations that cannot be controlled by mechanical means or represents a risk for maintenance staff. Control of certain species, such as Japanese knotweed (*Polygonum cuspidatum*) can only effectively be controlled by use of herbicides. If DCR finds it necessary to use chemical treatment, this work will be done in compliance with the Massachusetts Department of Agricultural Resources regulations at 333 CMR 11.00.

10.00 Emergencies excepted, Eversource agrees to provide notice to the DCR and affected municipalities five (5) days prior to any scheduled maintenance of the transmission facilities in accordance with the notice provisions outlined in Section 16 of this Agreement. In the case of emergency, Eversource agrees to provide such notification as soon as practicable. The parties understand that the corridor will be occupied by subsurface utility infrastructure, and is being proposed to be used as a public trail way; as such, the parties agree that Eversource is required to maintain 24/7 unobstructed access, and that to ensure public safety, Eversource may from time to time require that portions of the trail way be blocked from public use for a temporary period

which will be dictated by the work that is required to be done, which Eversource shall diligently pursue to minimize any disruption to the MCRT. The expected timeframe for scheduled work will be communicated to the DCR in advance of such work commencing. Eversource and the DCR agree to work together to provide information to the public on any anticipated trail closures via sign postings, municipal notifications and via their respective web sites.

11.0 Emergencies excepted, Eversource agrees to use diligent efforts to minimize disruption to trail users, and, where possible, Eversource agrees to minimize potential damage to the trail surface and shoulders during construction, maintenance and access activities, and agrees to diligently pursue and repair any damage to the MCRT caused by its construction, access, maintenance, and repair of its transmission project, normal wear and tear excepted, provided DCR's pavement or other trail surface was constructed originally to comply with H20 loading. The DCR understands the use that Eversource contemplates under this Agreement and the DCR agrees to construct the paving, or other surface shoulders and aprons to withstand H20 loading to ensure it can accommodate the weight of Eversource's equipment.

12.0 Eversource does not represent or warrant the reasonableness or appropriateness of the public's use of the property, or assume the liability for personal injury or property damage, except for claims arising from or in connection with the negligence or willful misconduct of Eversource, its officers, directors, employees, contractors and consultants.

13. DCR understands and agrees that only grass, gravel or herbaceous vegetation can be placed or planted on top of Eversource's conduit and spaced manholes. No trees or woody shrubs or plantings can be planted within the estimated 22-foot wide footprint cleared for the MCRT and Eversource's Transmission Facilities. No buildings or structures can be placed on top of Eversource's Transmission Facilities. DCR agrees that prior to undertaking any new construction within the Eversource easement area, excluding maintenance and repair of existing facilities, DCR agrees to provide Eversource with project plans that can be reviewed and approved by Eversource, said approval to be not unreasonably withheld, prior to the DCR advancing its work. Eversource agrees that prior to undertaking any new construction within the Eversource easement area, excluding maintenance and repair of existing facilities, Eversource shall provide DCR with project plans that can be reviewed and approved by DCR, said approval to be not unreasonably withheld, prior to Eversource advancing its work.

14.0 The DCR and its employees, agents and contractors shall comply at all times and under all circumstances with all Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), OSHA, dig safe and any other applicable requirements regarding work or activity in the proximity of energized electric lines.

15.0 Except to the extent specifically provided herein, Eversource does not relinquish, diminish, waive, abandon or lessen its right to construct, install, upgrade, reconstruct, relocate and maintain existing or new electric transmission or distribution line or lines within the Property, at any time and from time to time, nor in any other manner modify or relinquish any of its rights acquired under its Easement. The DCR agrees not to interfere unreasonably with Eversource's right and easement to be granted and further agrees not to interfere unreasonably with Eversource's efforts to patrol and inspect to ensure DCR's compliance with the terms and

conditions herein agreed. Eversource agrees not to interfere unreasonably with DCR's rights and interest in the MCRT Leased Premises under DCR's lease with the MBTA, and nothing herein shall be considered a waiver or modification of any rights of DCR under the lease.

16.0 This Agreement shall be binding on the parties and their respective successors and assigns, and successors in title. This Agreement can be modified only by an instrument in writing signed by both parties. Each party may terminate the Agreement upon written notice for breach of the agreement not cured within 180 days. Each party may terminate the agreement without cause upon 180 days written notice. In the unlikely event of termination, the parties acknowledge that following termination: (1) Eversource will have no right or obligation to maintain, repair or operate the gravel base constructed under this Agreement or the planned DCR trail-related improvements; (2) such termination will not affect, and the parties will retain their respective separate property rights on the Property, and acknowledge the need to work cooperatively from time to time; and (3) the parties will need to respect public safety standards applicable to both the DCR and Eversource property interests and infrastructure on the Property, including without limitation those pertaining to work or activity in the proximity of energized electric lines.

17.0 DCR shall not endanger, damage or unreasonably interfere with any Eversource facilities located on or within the Easement, including without limitation, any buried ground wires or equipment. In the event of any damage to any of the facilities, DCR shall immediately notify Eversource by telephoning system control 844-855-1010 and subsequent notice to Manager Field Transmission whose telephone number is 781-441-3541, and the Supervisor of T&D Rights and Survey, whose telephone number is 781-441-8277, so that repairs can be made without delay. Any claims for damage asserted against DCR, including for personal injury or property damage, are governed by Chapter 258 of the General Laws. Eversource shall not endanger, damage or unreasonably interfere with any DCR facilities located on or within the MCRT leased Premises.

18.0 Notices under this Agreement shall be in writing and sufficient if sent by (a) U.S. Postal Service, first class mail, postage prepaid or by (b) by hand delivery or overnight courier delivery, in either case with written confirmation of delivery, to the following addresses:

**If to Eversource Energy:**

Eversource Energy  
One NSTAR Way, SE 210  
Westwood, Massachusetts 02090  
Attn: Supervisor T&D Rights and Survey

**If to Department of Conservation and Recreation:**

Department of Conservation and Recreation  
Attn: Director, Greenways and Trails Program  
136 Damon Road,  
Northampton, MA 01060

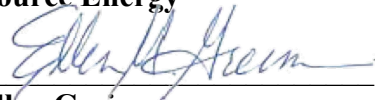
And

Department of Conservation and Recreation  
Attn: General Counsel  
251 Causeway Street, Suite 600  
Boston, MA 02130

Such notices shall be deemed delivered when received or when delivery is refused.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

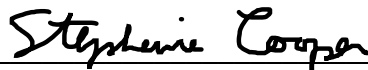
**NSTAR ELECTRIC COMPANY, d/b/a  
Eversource Energy**



By: **Ellen Greim**

Title: VP Supply Chain and Property Management

**Department of Conservation and Recreation**



By: **Stephanie C. Cooper**

Title: Acting Commissioner