

**ALTERNATIVE TRANSPORTATION CORRIDOR
LEASE AGREEMENT
BY AND BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND
CITY OF SOMERVILLE
PERTAINING TO THE COMMUNITY PATH**

February ____, 2023

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- Exhibit A – Plan of the Premises
- Exhibit B – Plan of the New Premises
- Exhibit C – Maintenance Responsibilities
- Exhibit D – Drainage System Vertical Drops
- Exhibit E – City Council Vote
- Exhibit F – Standard Operating Procedures Regarding Access to and any Fouling Activity on the
MBTA’s Remaining Land
- Exhibit G – Provisions Applicable to Inception Period

This **Alternative Transportation Corridor Lease Agreement** (hereinafter referred to as this “Lease”) is entered into as of the ____ day of February, 2023 (the “Effective Date”) by and between 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, having its usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 (together with its successors and assigns, the “MBTA”), and the **City of Somerville**, of Middlesex County, a Massachusetts municipal corporation, having its usual place of business at 93 Highland Avenue, Somerville, Massachusetts 02143 (together with its successors and assigns, the “City”). The MBTA and the City may be referred to collectively in this Lease as the “Parties,” or, individually, as a “Party.”

RECITALS

- A. The City and the MBTA entered into that certain Alternative Transportation Corridor Lease Agreement dated as of March 20, 2012 (the “Original Lease”), under which the MBTA leased to the City the parcel or parcels of land shown generally on Exhibit A consisting of that certain railroad right of way and rail-trail known as the “Community Path” in the City (the “Original Premises”); and
- B. The MBTA has constructed an extension to its subway facility known as the Green Line from its current terminus in Cambridge, Massachusetts in two branches, one to Union Square in Somerville and one through Somerville to Medford, Massachusetts (the “Project”); and
- C. In connection with the Project, the Parties have agreed that the MBTA would design and construct an extension to the Community Path (as so extended and as further defined below, the “Community Path”) which the City would thereafter lease and maintain together with the existing Original Premises; and
- D. The Parties therefore agree that, as constructed and leased, the Community Path is a shared resource that they will endeavor to keep open and available for the benefit of the community and general public; and
- E. To facilitate the extension of the Community Path, the MBTA has agreed to lease to the City the parcel or parcels of land shown on Exhibit B (the “New Premises,” and together with the Original Premises shown on Exhibit A, the “Premises”); and
- F. The MBTA has constructed and plans to thereafter operate and maintain portions of the Project on its land that is immediately adjacent to the Premises (the “MBTA’s Remaining Land”) including, but limited to, the right of way dedicated for the exclusive use by MBTA transit vehicles (the “Transit Way”); and

- G. This Lease is intended to completely amend and restate the Original Lease by adding to the Original Premises the New Premises, and by simplifying the process by which the City is permitted to undertake its maintenance obligations; and
- H. On _____, 2023 at a duly noticed meeting of the City of Somerville City Council at which a quorum was present, the City Council voted to accept the terms of this Lease and to authorize the Mayor of Somerville to execute it in a form approved by the Somerville City Solicitor as evidenced in Exhibit E to this Lease; and
- I. The Chief Real Estate Officer of the MBTA has the authority to execute and accept the terms of this Lease on the MBTA's behalf.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

1. Lease of Premises

1.1 In general.

The MBTA hereby leases the Premises to the City for the Term (as defined in Section 3), subject to the terms, covenants and agreements hereinafter set forth. The Premises consist of a portion of that certain railroad right of way known as the Community Path and certain other land in the cities of Cambridge and Somerville, Middlesex County, Massachusetts, shown on Exhibit A and Exhibit B.

1.2 Original Premises and New Premises.

The Premises is comprised of the "Original Premises" extending from Lowell Street to Davis Square in Somerville, Massachusetts and the "New Premises" extending from at or near a point on or near Morgan Avenue in Cambridge, Massachusetts at or near the relocated Lechmere Station and extending to the Original Premises.

The Premises is generally comprised of a ten (10) foot wide paved shared use path (with one (1) foot gravel shoulders on each side) (the "Community Path") together with certain adjacent land that runs alongside the MBTA railroad corridor, except that where the Premises is on a viaduct (approximately 1,700 feet over the MBTA railyard near Inner Belt Road, the "Viaduct Section" or "Viaduct"), its width is extended to twelve (12) feet.

By means of clarification, the Premises:

- (a) Refers to and includes two distinct areas: (a) the physical surface limits of the Community Path (which includes the Viaduct Section) which is located within and is a part of the Premises; and (b) the areas more particularly included as part of the Premises shown on Exhibit B extending from the

property line fence separating the Community Path from the MBTA's Remaining Land to the fence line separating the Premises from property of third parties;

- (b) Includes the approximate 10 to 12 foot Community Path, slopes, certain retaining walls, lighting, call boxes, and all other elements, all as detailed on Exhibit B and Exhibit C;
- (c) Does not include the land beneath the Viaduct carrying the Community Path, as shown on sheets 5 through 8 of Exhibit B, which land is reserved to the MBTA, subject to the right of the City to access the land for the purpose of maintaining the Viaduct consistent with the requirements of this Lease; and
- (d) Does not include any portion of any public way located within the City of Cambridge.

1.3 Access to the Premises.

Access to the Premises by members of the general public, the City, the MBTA, and all emergency personnel shall be permitted from the following access points at all times (each, a "Common Access Point" and, together, the "Common Access Points"), as detailed on Exhibit A and Exhibit B:

- Lowell Street
- Central Street Intersection
- Sycamore Street Intersection
- School Street Intersection
- Medford Street Intersection
- Walnut Street Intersection
- Somerville Junction Park
- Chester Avenue Access Path
- Washington Street Access Path
- Morgan Avenue, Cambridge

The Parties anticipate that during the Term there may be additional Common Access Points introduced to the Premises, subject to the requirements of Section 1.4.

The MBTA reserves the right to access the entire length of the Premises from any portion of the MBTA's Remaining Land.

1.4 Prohibition on New Access Points

The City is prohibited from introducing new Common Access Points to the Premises without the prior written approval of MBTA, which approval may be withheld or delayed by the MBTA in its sole discretion.

1.5 Restrictions on Access

Certain of the Common Access Points feature a bollard to restrict vehicular access; such bollard shall be easily removable by the City and all emergency providers and first responders as necessary for maintenance, security, and emergency purposes. At all other times, the bollard shall remain in place to prevent vehicular access, unless otherwise approved by MBTA. It shall be the City's sole responsibility to ensure the bollards are properly returned as soon as possible after their temporary removal, and the City shall maintain the bollards as specified in Exhibit C.

1.6 Poplar Street Area

- (a) In addition to the Common Access Points, the City shall be permitted to access the Premises from Poplar Street within the area shown on Exhibit B as "Poplar Street Access Point"; provided, however, that no public access shall be permitted at this point without the MBTA's approval as required in Section 1.4 above. For the avoidance of doubt, the City acknowledges that the MBTA's rights to use this access are limited, and that the Poplar Street Access Point will be restricted for access to the City and its agents (including emergency providers and first responders as needed), for maintenance and access purposes only; and such access shall be shared with the MBTA. The Parties agree that access from the Poplar Street Access Point will be controlled by the MBTA via a sliding gate, and that the MBTA shall provide to the City access rights through the gate as of the Effective Date.
- (b) As shown on Exhibit B, the Premises includes an area in the vicinity of Poplar Street on which the City shall have the right to install and thereafter use a maintenance shed in connection with complying with its obligations in this Lease.
 - (i) The City and those claiming by and through the City shall have the right to use the MBTA's Access Road as shown on Exhibit B from Poplar Street for the purpose of accessing such area.
 - (ii) The MBTA agrees to keep the MBTA Access Road free of obstructions and accessible at all times of the year so that the City may access the Premises; provided, however, that in the event the MBTA fails to keep the MBTA Access Road free and accessible for such purpose, the City may, but need not, do so.

1.7 Key Elements of the New Premises

- (a) Key elements of the Premises are shown on Exhibit B. The Parties acknowledge that Exhibit B is not a design plan and is offered for illustrative purposes only. In the execution of this Lease, the City specifically acknowledges that a portion of the Premises as shown on Exhibit B includes property located in the City of Cambridge
- (b) The Premises includes the Viaduct Section, an approximately 1,700 feet long viaduct running over the MBTA railyard near Inner Belt Road. Maintenance and inspection of the Viaduct Section shall be shared by the Parties, as more particularly set forth in Exhibit C.

2. Use of Premises

2.1 In general

Subject to the terms and conditions herein, the City may use the Premises solely for the following purposes (the “Permitted Uses”):

- (a) The Premises is to be used from and after the Effective Date for purposes of the operation, maintenance and use of a rail-trail referred to in this Lease as the “Community Path” as defined in Massachusetts General Laws Chapter 82, Section 35A (“*property converted from the former use as a railroad right-of-way to a use as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes*”), under M.G.L. Chapter 82, § 35A, and in the definition of Owner or Operator in Subsection (d)(1) of M.G.L. Chapter 21E, §2, and as amended from time to time, and as further defined under M.G.L. Chapter 21E § 2(d)(1), as a property converted from a former use as a railroad right-of-way to a revitalized use as a publicly owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes;
- (b) The Premises shall be used solely by the City to use, access, maintain, repair, replace, and store Community Path-related maintenance and/or public safety equipment and apparatus, and, as necessary, to construct the Community Path and the Premises, for non-motorized transportation, recreation and ancillary and other uses which provide no revenue to the City, including use by electric bicycles in accordance with the provisions of M. G. L. c. 85, s. 11B ³/₄, for the reserved use of the MBTA as set forth in this Lease, and for such other uses as the MBTA may permit, by prior written consent, from time to time;
- (c) The City shall be prohibited from placing any commemorative signage, monument, or marker, or from naming all or any portion of the Premises or any element or furniture installed on the Community Path, without the prior written approval of the MBTA, which may be withheld or delayed in the MBTA’s sole discretion;

- (d) Neither the City nor the MBTA shall erect any commercial signage or advertising on any portion of the Premises. The City may, however, erect such wayfinding or public safety signs with the prior approval of the MBTA; provided, however, that no such sign shall create a Fouling Activity (as defined in Section 7.1 below);
- (e) The Community Path shall be open to the general public not less often than the periods of time that public parks and playgrounds are open in the City of Somerville; provided however, that the sections of the Premises that lead directly to station entrances as shown on Exhibit B must remain open to the public during MBTA hours of operation and such unimpeded access shall be the responsibility of the MBTA to maintain, including during inclement weather events; and provided further, that the City shall have the right to close any portion of the Premises, including the Viaduct Section, in inclement weather conditions and for other public safety concerns. Notwithstanding the provisions of this paragraph, the portions of the Premises providing direct access to station entrances shall not be closed by the City except when the MBTA is not providing service from such station; and
- (f) No fee or other consideration shall be charged for use of the Community Path or the Premises by the City or otherwise.

2.2 Premises Not Subject to Article 97

Notwithstanding any provision of this Lease, this Lease is not intended to, and the Parties agree that it does not, transfer land or easements for purposes protected by, or to create a perpetual right to any use that may be subject to protection by, Article XCVII (97), as amended, of the Amendments to the Constitution of The Commonwealth of Massachusetts or by legislation enacted pursuant thereto.

2.3 Community Path Within the Premises; MBTA Infrastructure

The MBTA has constructed portions of the Community Path within the Premises, and the City has accepted such construction for all purposes and deems it acceptable for the Permitted Uses. The Parties acknowledge that the MBTA has installed or plans to install and to thereafter operate and maintain certain utilities and infrastructure within the Premises (the “MBTA Infrastructure”) which is reserved to the MBTA and is not a part of the Premises.

The MBTA reserves the right, upon not less than forty-eight (48) hours’ prior notice to the City (except in the case of an emergency, in which case no prior notice shall be required) to enter upon and to occupy the Community Path and the Premises in order to operate, maintain, and replace the MBTA Infrastructure as may be necessary. The MBTA shall use reasonable efforts to avoid closing the Community Path to accommodate such work. In the event such work involves the need to close the Community Path, the MBTA agrees to work with the City and users of the Community Path concerning communications and detours as may be necessary and appropriate.

2.4 Other Portions of the Community Path on City Streets

- (a) The City shall maintain a continuous connection for Community Path users where the Premises meets and crosses over or through Walnut Street, Medford Street, Sycamore Street, Central Avenue and Somerville Junction Park, as shown conceptually on Exhibit B on a schedule consistent with the opening of the Community Path so that the Community Path is and remains a continuous facility from beginning to end.
- (b) The City agrees that any future efforts to expand and/or renovate Somerville Junction Park may require that the Community Path be detoured through such area, but in any event shall use reasonable efforts to avoid closing the Community Path at Somerville Junction Park and on the portions of the Community Path on City streets to accommodate such work. In the event such work involves the need to close these portions of the Community Path, the City agrees to work with the MBTA and users of the Community Path concerning communications and detours as may be necessary and appropriate.

2.5 Obligation to Secure Funds

The City will diligently act to secure funds necessary to fulfill its obligations under the Lease. The City acknowledges that a failure to undertake efforts to secure funds may negate the municipal liability exemption for rail trails under M.G.L. Chapter 21E, § 2, and as amended from time to time. The Parties acknowledge that the City has obtained a hazardous event liability policy and that maintaining this insurance fulfills the City's obligation to secure funds pursuant to this Section 2.5.

3. Term; MBTA Option to Terminate

- (a) The Term of this Lease shall be for a period beginning on the Effective Date and expiring on December 31, 2121; provided, however that, consistent with the provisions of M.G.L. Chapter 82 § 35A, the MBTA may terminate all or any portion of this Lease upon two (2) years' written notice to the City. The City acknowledges that the Premises or a major portion thereof may be necessary for active railroad or other transportation purposes in the future.
- (b) The MBTA may also, upon six (6) months prior written notice, for any reason or no reason and without incurring any obligation to provide any reimbursement for said termination:
 - (i) Terminate the entirety of this Lease; or
 - (ii) Terminate this Lease with respect to some or all of the portions of the Premises outside of the limits of the Community Path; or
 - (iii) Terminate this Lease with respect to some or all of the portions of the Premises within the limits of the Community Path; provided, however, in that event, any such termination shall be subject to the obligation on the part of the MBTA to

take steps to ensure that the Community Path is reconstructed to the City's reasonable satisfaction within or outside of the Premises in a manner substantially similar to the construction of the Community Path as of the Effective Date. In the event the Community Path is reconstructed outside of the Premises, no such termination shall be effective unless the MBTA provides to the City rights substantially similar to those provided in this Lease, or causes such rights to be provided to the City by a third party.

4. Condition of the Premises

The City has inspected the Premises, accepts the Premises "as is," and agrees the Premises is suitable for the Permitted Uses. The MBTA makes no warranty of any kind, express or implied, as to the condition of the Premises or its suitability for the Permitted Uses. The City assumes all risk of entry on the Premises, including, but not limited to the presence of oil or hazardous material, if any, as defined in M.G.L. Chapter 21E, as amended from time to time.

5. Environmental Matters; Testing of the Premises

- (a) Hazardous Materials" is defined to be "oil," "hazardous materials," or "hazardous wastes" as those terms are defined in M.G.L. Chapter 21E, as from time to time amended, and the regulations promulgated pursuant thereto, including the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") and as further defined in all other applicable state and Federal laws regarding Hazardous Materials. For the purposes of this Lease, the term "Applicable Law(s)" with regard to environmental laws and/or Hazardous Materials means, without limitation, all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.
- (b) No testing shall be made of the Premises by the City and no soil shall be removed from the Premises by the City without the MBTA's prior written consent, unless necessary to respond to a release of Hazardous Materials on the Premises. The City shall be responsible for all costs associated with any such testing and/or removal and shall in all events comply with the then current Massachusetts Department of Environmental Protection ("DEP") Best Management Practices ("BMPs"). If the City conducts testing on the Premises, then the City agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this Lease in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by the City, its agent, consultant or contractor, or prepared on behalf of the City. All results and reports shall be provided to the MBTA within ten (10) days of receipt by the City. The City agrees to consult with the MBTA prior to contacting

any governmental entity, regarding any information, results of analysis or reports regarding the Premises. The City shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

- (c) During the undertaking of any applicable activity on the Premises design, the City shall follow the provisions of BMPs for Controlling Exposure to Soil during the Development of Rail Trails promulgated by the Massachusetts Department of Environmental Protection in March 2004, as the same may be revised and amended from time to time.
- (d) Whenever the City is responsible for the remediation of Hazardous Materials on or below the Premises by law or pursuant to this Lease, the City, upon written demand of the MBTA, shall conduct at its sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by M.G.L. Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site Professional).
- (e) Any such response action, if performed by the City, shall be performed in accordance with M.G.L. Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or adjacent or contiguous property, for its present use and/or any future use that the MBTA deems appropriate. The City shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results. Such costs shall be presumed to be reasonable if the MBTA (1) provides the City with a notice that it intends to hire a consultant, a scope of work and a budget and (2) solicits three (3) price proposals from three (3) eligible consultants.

6. Indemnification and Insurance

6.1 Indemnification; Insurance Obligations and Release of MBTA

- (a) Indemnification. The City, in accordance with official municipal approval (as evidenced by the vote of the City Council attached to this Lease as Exhibit E), agrees to indemnify (to the extent permitted by law), defend (at the option of the MBTA), and save the MBTA 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, any accident, injury to, or death of any person or any damage to property occurring on the Premises (or any part thereof) caused or alleged to be caused by something occurring on the Premises or that may be imposed upon, incurred by, or asserted against the MBTA by reason of any of the following occurrences:

- (i) the activities of the City, members of the public or others present on the Premises; or
 - (ii) the discovery of pre-existing Hazardous Materials, defined above, or the release of any Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) which is a result of (x) the City's activities hereunder including the activities of those present from time to time on the Premises, or (y) the migration from land now or previously owned, leased, occupied or operated by the City or for which the City is a potentially responsible party as defined under M.G.L. Chapter 21E; or
 - (iii) any failure of the City 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) Release. The City also hereby releases the MBTA from any responsibility for the City's losses or damages related to the condition of the Premises. The City 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, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or fourth-party claim) ("Claims") against the MBTA, 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 illness or death relating to, or arising from, the City's use of the Premises (or the use of the Premises by those permitted onto the Premises by the City) pursuant to this Lease.
- (c) Indemnified Claims. The City shall be timely notified, in writing, by the MBTA of the assertion of any claim against it that the City has agreed to indemnify as stated above (the "Indemnified Claim").
 - 1. If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, the City shall cooperate therewith and reimburse the MBTA for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees and expenses) incurred by the MBTA in connection with the MBTA's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by M.G.L. Chapter 21E and the MCP.

2. If the MBTA decides to require the City to defend the Indemnified Claim or handle the response action, the MBTA shall notify the City of that decision in writing, and the City shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the City 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 City on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA, without the MBTA's express written approval. The MBTA may at any time assume defense of any claim by notice to the City and shall cooperate with the City in the defense of any Indemnified Claim.

3. If any response action due to the presence of Hazardous Materials or the threat of release of Hazardous Materials onto the Premises (or other property of the MBTA which abuts the Premises) is performed by the City, the response action shall be performed in accordance with Section 5.

- (d) Additional Termination Right of the MBTA. If the MBTA determines in good faith for any reason, any indemnification herein of the MBTA by the City proves ineffective, the MBTA shall have the right to immediately terminate this Lease. The provisions of this Section 6.1 shall survive the termination or expiration of this Lease.
- (e) Recreational Use Statute. The City acknowledges that the MBTA is only willing to enter into this Lease if the liability of the MBTA with respect to the Premises shall be subject to the provisions of Section 17C of Chapter 21 of the Massachusetts General Laws (the "Recreational Use Statute"). Therefore, the City covenants and agrees that it shall not charge any fees for use of the Premises or take any other action that would render the protections of the Recreational Use Statute inapplicable to the MBTA. As between themselves, the Parties agree that placement of Blue Bike or other bike share stations at or on the Premises shall not be construed by either Party as inconsistent with the Recreational Use Statute; provided, however, that in the event a court of competent jurisdiction issues a contrary ruling, then the use of Blue Bike Stations shall cease as of the effective date of any such ruling.

6.2 Insurance

- (a) Required Insurance Program. Prior to entry onto the Premises, and during the Term of this Lease, the City's consultants and contractors shall provide the MBTA insurance (in addition to the environmental insurance required pursuant to Section 6.2(a).7 below and shall provide the MBTA with a certificate or certificates of insurance for the Permitted Uses and the City's covenant of indemnification in Section 6.1(a) above, with companies that are reasonably acceptable to the MBTA,

as stated below, and which provide minimum liability coverage as follows (referred to collectively as the “Required Insurance Program”):

1. Commercial General Liability Insurance

Insuring the MBTA and the Premises and all activities allowed hereunder as well as the City’s indemnification obligations contained in Section 6.1(a) with a minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars in aggregate. Such insurance shall be written on an occurrence basis (as opposed to a claims-made basis) and shall name the City, MBTA and others hereinafter designated as additional insureds as their interests may appear. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA.

2. Worker's Compensation Insurance

- (i) For all City contractors, insuring all persons employed by the City in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA or the Premises including (i) Worker’s Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employer’s Liability Insurance coverage with limits of liability of not less than One Million (\$1,000,000.00) Dollars per accident. Each of the City’s contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees. All policies of insurance required by this Section 6.2(a).2 must contain a clause waiving the right of subrogation in favor of the MBTA; and
- (ii) For all City’s employees by providing evidence of an active workmen’s compensation program for City workers funded by the City, a copy of which is attached.

3. Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million (\$1,000,000.00) Dollars covering all owned, non-owned, hired, rented or leased vehicles of the City’s subcontractors and consultants that are used in the activities permitted hereunder. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary

and non-contributory basis for the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CA 20 70 10 01.

4. Umbrella Liability Insurance

Umbrella liability insurance Ten Million Dollars (\$10,000,000.00) providing excess coverage over all limits and coverage noted in paragraph (a)(1) and paragraph (a)(3) above. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CU 24 09 03 05.

5. Insurance during Construction and Installation

The City's contractors shall procure or cause to be procured builder's all risk insurance during any period when construction is being undertaken by or on behalf of the City on the Premises.

6. Railroad Protective Liability Insurance

In the event that any work occurs within fifty (50) feet of an active right-of-way or if any work of any kind poses a risk to foul an active right-of-way, Railroad Protective Liability Insurance shall be procured insuring the MBTA and any entity operating within such right of way with limits of not less than Five Million Dollars (\$5,000,000.00) for all damages arising out of bodily injuries to or death of one (1) person, and, subject to that limit for each person, a total limit of Ten Million Dollars (\$10,000,000.00) for all damages arising out of bodily injury to or death of two (2) or more persons in any one (1) accident. The MBTA and any entity operating within such right of way shall be "first named insureds" on the Railroad Protective Liability Insurance Policy. The MBTA shall be provided with an original policy of Railroad Protective Liability Insurance.

7. Environmental Liability Insurance

Environmental Liability Insurance insuring against any and all claims arising out of or connected with the presence of any Hazardous Materials at the Premises, with coverage in an amount not less than Three Million Dollars (\$3,000,000.00) per incident and a deductible of not more than Fifty Thousand Dollars (\$50,000.00) per incident, which policy shall be non-cancelable for a period of at least five (5) years and shall name the MBTA as an additional insured.

- (b) Required Insurance Program Requirements. The MBTA may require reasonable increases in limits of the Required Insurance Program from time to time. The Required Insurance Program shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better; shall be taken out before the Lease is commenced and be kept in full force and effect throughout the Term of the Lease; shall be primary to and non-contributory to any coverages maintained by the MBTA; and shall require the MBTA be given at least thirty (30) days' advance written notice in the event of any cancellation or materially adverse change in coverage. All required policies of insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism.

All such insurance as is required of the City shall be provided by or on behalf of all contractors, subcontractors and consultants to cover their operations performed. Prior to the inception date of the Lease and throughout the Term, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. Each of the City's contractors and agents whose employees enter onto the Premises shall have similar policies covering their employees. The City shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by any contractor, subcontractor or consultant of the City.

- (c) Event of Cancellation. In the event of the cancellation of any policy during the term of this Lease, or the failure to keep in effect the insurance required by this Section 6.2, the MBTA may, without further notice and at its option, procure or renew such insurance on account of the City. To the extent permitted by law, the City agrees to repay such MBTA expense, with interest thereon at the rate of eighteen percent (18.0%) annually as an additional fee.
- (d) Self-Insurance. The City (but not the City's contractors or consultants) represents to the MBTA that it self-insures for its obligations under Required Insurance Program (except for environmental liability insurance coverage), and has provided to the MBTA a letter in a form acceptable to

the MBTA, on corporate letterhead and signed by a duly authorized representative of the City, which addresses comparable insurance coverage for each type of insurance required by the Required Insurance Program which the City will provide through a program of self-insurance and confirms that as of the date hereof the City does not carry any excess insurance policies (“City Self-Insurance Statement”).

In addition, the City shall acknowledge and affirm in the City Self-Insurance Statement both its obligations to defend, hold harmless, and indemnify the MBTA to the extent permitted by law. In the event that the City obtains excess insurance policies providing coverage in excess of the underlying insurance or self-insurance programs addressed pursuant to this paragraph, the City shall provide a certificate or certificates of liability insurance to the MBTA, which shall be attached to the City Self-Insurance Statement and be made a part thereof.

- (e) Existing Policies of Insurance. Notwithstanding any other provision of this Section 6.2, the City reserves the right to propose to meet the requirements of this Section 6.2 by adding such insurance coverage to existing policies subject to the terms and conditions of those existing policies or by obtaining new policies containing terms and conditions generally included in policies provided to municipalities in Massachusetts.
- (f) MBTA Insurance. The MBTA shall ensure that all contractors authorized to perform work on MBTA Infrastructure on the Premises obtain and maintain insurance in amounts appropriate for such work and otherwise in an amount determined by and acceptable to the MBTA.

7. Maintenance

7.1 Maintenance Responsibilities

- (a) Lease Maintenance Standards. The City shall keep the Premises in good condition and repair and otherwise in a condition such that it can be used for the purpose for which it was designed and the Permitted Uses; provided, however that the City shall not, without the MBTA’s prior written approval in each instance, which approval may be withheld by the MBTA in its sole discretion: (i) be permitted to undertake any activity that fouls or has the potential to foul or interfere with the operations of the MBTA on the MBTA’s Remaining Land or Transit Way (each a “Fouling Activity”); and (ii) plant any material within the Premises. The City shall perform all maintenance activity described in Exhibit C in accordance with industry standards. The obligations in this Section 7.1 and as further detailed on Exhibit C are referred to in this Lease as the “Lease Maintenance Standards.”
- (b) Day to Day Coordination. Day to day maintenance of the Premises shall be coordinated through the respective Authorized Representatives of the Parties. The Parties anticipate that routine access to the Premises by the City’s employees to

undertake any Fouling Activity may be subject to additional requirements to be determined by the MBTA's Authorized Representative, each of which shall: (i) be confirmed in writing by the Authorized Representative; (ii) be in addition to the requirements of this Lease; and (iii) generally not include the issuance of a separate access License in the MBTA's then standard form (each, an "MBTA License"). Such permission shall not be available to any other representatives of the City, including any third-party contractor; provided, however, that the City agrees to work with the MBTA on a process to "pre-License" contractors selected by the City to conduct Fouling Activities on the Premises through the issuance of an MBTA License authorizing certain activities and subject in all events to the requirements of this Lease. For the avoidance of doubt, the MBTA reserves the right, in its sole and absolute discretion, to require an MBTA License for any Fouling Activity.

- (c) Access to the MBTA's Remaining Land. The City acknowledges that the MBTA has standard operating procedures pertaining to access to, and any Fouling Activity that may occur on, the MBTA's Remaining Land as set forth in Exhibit F, as the same may be amended from time to time. Except as specifically provided in this Lease, the City agrees to comply with the requirements of such procedures in every respect.
- (d) Detailed Maintenance Requirements. Notwithstanding any other provision of this Lease, the maintenance responsibilities of the Parties with respect to the Premises (including the Viaduct Section) shall be conditioned and further detailed as set forth in Exhibit C.

7.2 Right of Self Help

Notwithstanding any other section of this Lease or laws to the contrary, MBTA reserves the right to enter the Premises and perform any maintenance responsibility that it determines, in the MBTA's sole discretion, the City has failed or the MBTA reasonably expects the City will fail to perform consistent with the requirements of Exhibit C. The MBTA's exercise of this right shall in no way alter the responsibilities of the City to perform the maintenance activity described in this Lease. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the City, arising out of the work of the MBTA or other licensees, grantees or parties in interest; provided, however, that the MBTA shall make reasonable efforts to mitigate impacts on any Permitted Use of the Premises.

8. No Other Utilities

No utilities shall be installed on the Premises by the City without the written approval of the MBTA, which approval may be withheld or conditioned in the MBTA's sole discretion; provided, however, that subject to compliance with this Lease, the City shall be permitted to add additional lighting to the Premises via existing conduits or solar powered lighting.

9. Security Monitoring Requirements

The MBTA shall have no obligation to provide either security services on the Premises and, except as expressly set forth in this Lease, lighting of or on the Premises. The City shall be responsible for providing public safety, security, and emergency services for the Premises, and may, subject to compliance with the Lease, install lighting and additional cameras as may be necessary in the City's reasonable opinion to undertake the Permitted Uses.

10. Capital Repair Requirements

The Parties' responsibilities with respect to capital repairs is set forth in Exhibit C.

11. Reservation of Rights

11.1 Conditions of City's Occupancy of the Premises

- (a) No Representations by the MBTA. The MBTA makes no representations or warranty, express or implied, that the City shall have sole or exclusive use of the Premises. In the event other licenses, leases or easements have been or are granted or exist by reservations in deeds, to the extent that the City is aware of such other interests in the Premises, the City shall be responsible for coordinating the Permitted Uses with that of other licensees, grantees and other parties with interests in the Premises.
- (b) No Liability for Delay. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the City, arising out of the work of the MBTA or other licensees, grantees or parties in interest; provided, however, that the MBTA shall make reasonable efforts to mitigate impacts on the Use of the Premises.
- (c) Rights of Third Parties. The City's rights herein are granted subject to existing easements and rights of record to the extent that such easements, rights and takings are still in effect and applicable. The MBTA explicitly reserves the right to all uses of the Premises not herein granted to the City, except that the MBTA shall not (and shall not grant to others the right to) do anything on the Premises that shall materially impede the Permitted Use of the Premises except that it reserves the right to do so temporarily as necessary to accommodate the MBTA's reserved rights in the Premises (e.g. while a pipeline is being installed or repaired).
- (d) Reserved Rights to Revenues. The City expressly agrees that any revenues obtained from the leasing, licensing, or the granting of rights for any use of the Premises to any utility or other entity shall belong solely to the MBTA.
- (e) No Charges for the Use of the Premises. The City is not entitled to impose any fees, charges, or other benefits to the City on any lessee, licensee or grantee of the MBTA either for installations on the Premises or on public way crossings along the Premises (except those fees normally charged by the City for engineering and environmental review, if any).

- (f) Encroachments. The City expressly agrees that if there is any encroachment onto the Premises by a third-party, including, without limitation, any drainage facility that has not been approved by the applicable regulatory body, the City shall have the right to expel the encroaching party consistent with due process of law. In such event, the MBTA may, but shall not be obligated, to cure said encroachment and to obtain revenue from such cure provided that such cure does not substantially interfere with the Permitted Uses.
- (g) Other Obligations. If there should exist a conflict between any term or provision of this Lease and a permit, license or other authorization issued by MBTA, the term or provision that is stricter or requires a higher obligation or performance by the City shall control.

11.2 Utility and Communication Lines and Emergency Access

The MBTA expressly reserves all of its rights in the Premises for itself, its successors and assigns, to install, maintain, repair, replace and remove aerial, surface and subsurface utility and communication lines, wires, antennas and conduits in, on, under or above the Premises as well as the right to lease, license and/or grant easements for such utility and communication rights to third parties, except that the City shall have the rights specifically granted herein. The MBTA shall take all necessary safety measures including, but not by way of limitation, notification to the City as shall be reasonably required to protect persons performing such work and construction, as well as members of the public, from injury or damage caused by, or resulting from, any entry, work or construction performed by the MBTA or its contractors, licensees, lessees, grantees (and their contractors) pursuant to this Section. The MBTA shall, at its cost and expense, return the Premises to a condition in which the Premises can be used for the purposes for which they were used before the work pursuant to this Section. All contracts between the MBTA and a third party or parties for the installation of additional utilities, communications and emergency access shall include insurance as is reasonable and customary for the performance of such work which insurance shall name the City as an additional insured party.

11.3 Assignment to Third Parties

The MBTA reserves the right to lease, assign, pledge, and otherwise alienate all or part of the Premises to third parties and to retain all consideration therefor.

12. Default

If the City defaults under any of its covenants and obligations contained in this Lease including, without limitation, the failure to fully indemnify the MBTA and its related parties as provided in Section 6.1, and such default is not cured by the City within thirty (30) days after notice, the MBTA may elect, in its sole and absolute discretion, to pursue any or all of the following remedies to the extent permitted by law:

- (a) without obligation, cure said default, which cure may include, without limitation, entry upon the Premises for purposes of maintenance thereof, and invoice the City for the cost of such cure, which invoice the City shall promptly pay;

- (b) if the City shall continue to remain in default and/or fail to pay the MBTA after such notice, the MBTA may remove the custody and management of the Premises from the City in accordance with the provisions of this Lease and transfer said management and control of the Premises by a new lease agreement to another qualified party for that period remaining under this Lease as provided in Section 3, and the MBTA shall seek reimbursement from the City of all necessary and reasonable costs of management so incurred by the MBTA; and/or
- (c) seek specific performance or other equitable relief from a court of competent jurisdiction and exercise any available remedy at law or in equity.

No delay or failure by the MBTA in exercising its rights and remedies in any one instance shall constitute a waiver of such rights and remedies in any other instance. MBTA's remedies hereunder shall be cumulative and not exclusive to any other available remedy.

13. Condition of the Premises at Termination

The City agrees to deliver up the Premises to the MBTA at the expiration or earlier termination of this Lease in substantially similar condition as the Premises were in as of the Effective Date, reasonable wear and tear excepted.

14. Existing Utilities

14.1 Acknowledgment of Existing Utilities

- (a) The City acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in conducting the Permitted Uses.
- (b) The City shall comply with M.G.L. Chapter 82 § 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.
- (c) Any damage to such utilities caused by the City or any party acting on behalf of the City, shall be the sole responsibility of the City. If the City does not immediately repair any utilities it has damaged, the MBTA, without being under any obligation to do so and without waiving the City’s obligation hereunder, may repair any utilities damaged by the City immediately and without notice in case of emergency. In the event the MBTA exercises such right, the City shall pay to the MBTA immediately upon demand all of the MBTA’s cost of performing such repairs plus, to the extent permitted by law, a fee equal to twenty-five percent (25.0%) of the MBTA's cost of performing such repairs to reimburse the MBTA for its administrative costs.

14.2 Work on the Original Premises

The MBTA acknowledges that the City has complied with its corresponding obligations with respect to the Original Premises, as set forth in Section 12 and Section 14 of the Original Lease.

15. Contracts for Improvements

All contracts between the City and a third party for the construction or installation of improvements at the Premises that are authorized pursuant to this Lease shall require:

- (a) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at or near the Premises;
- (b) insurance coverage and suretyship reasonably satisfactory to the MBTA;
- (c) that all contractors or subcontractors comply with all applicable provisions of this Lease; and
- (d) performance bonds and payment bonds in form and substance satisfactory to the MBTA, each of which shall name the MBTA as an additional obligee and which shall be in the penal sum equal to the amount of the City's construction contracts.

16. Notices

All notices required or permitted to be given hereunder shall be in writing and addressed as follows:

In the case of the MBTA to:

Massachusetts Bay Transportation Authority
10 Park Plaza, Room 5750
Boston, Massachusetts 02116
Attn: Chief of Real Estate

With a copy to:

MBTA Railroad Operations Directorate
Chief, Engineering and Maintenance
32 Cobble Hill Road
Somerville, Massachusetts 02143

With a copy to:

The MBTA's Authorized Representative

And in the case of the CITY to:

City of Somerville
City Hall
93 Highland Avenue
Somerville, MA 02143
Attn: Mayor

With a copy to:

City of Somerville
Law Department, City Hall
93 Highland Avenue
Somerville, MA 02143
Attn: City Solicitor

With a copy to:

The City's Authorized Representative

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter, "Notice"), shall be: (i) in writing; and (ii) deemed to have been properly given when deposited in certified United States mail, postage prepaid, return receipt requested, addressed, as described above or when delivered by messenger or overnight mail service to the correct addressee. 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.

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

17. Nondiscrimination

17.1 Compliance With Law

With respect to its exercise of all rights and privileges herein granted, the City 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. The City 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.

17.2 Minority and Female Business Enterprises

The City shall use reasonable efforts to contact, encourage and utilize certified minority and female business enterprises in the procurements of materials and services under this Lease, as defined by the Massachusetts Supplier Diversity Office.

17.3 No Discrimination in Employment and Contracting

The City shall not discriminate against any person, employee or applicant for employment because of race, color, religion, creed, ancestry, national origin, age, sex, sexual orientation, gender identity, genetic information, disability/handicap or military 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.

18. Authorized Representatives

The Parties agree to cooperate with each other in satisfying their respective obligations under this Agreement. In connection therewith, the City hereby appoints the Commissioner of Public Works or her Designee (the “City’s Authorized Representative”) to be its authorized representative with respect to any matter set forth in this Lease which does not require additional action by the City in accordance with Massachusetts or local law, and the MBTA appoints the Director of Transit-Oriented Development as its authorized representative (the “MBTA’s Authorized Representative,” and together with the City’s Authorized Representative, the “Authorized Representatives”) to act on the MBTA’s behalf with respect to any matter set forth in this Lease which does not require additional action by the MBTA in accordance with Massachusetts law.

Any notice required or permitted to be given under this Agreement and all requests for information related to any matter covered by this Agreement, shall be directed to the City’s Authorized Representative and the MBTA’s Authorized Representative, as appropriate.

19. Compliance with Laws

The City shall comply with, and shall cause all work performed pursuant to this Lease to comply with, all applicable Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. The City shall also be responsible for obtaining any and all applicable Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

20. Work In Harmony

The City 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 MBTA on or adjacent to the Premises.

21. Third Party Transferees

The MBTA reserves the right to lease, assign, pledge and otherwise alienate all or part of the Premises to third parties (“Third Party Transferees”) and to retain all consideration therefor; provided that such lease, license, mortgage, assignment, or other facility of transfer is conditioned upon any Third Party Transferee: (a) not unreasonably interfering with the City’s use of the Premises and (b) fulfilling obligations to provide the City

insurance under this Lease. Any such transfer shall not relieve the MBTA or the Third Party Transferee from any obligations it may have under this Agreement.

22. Termination of Original Lease

The Parties agree and confirm that the Original Lease is hereby terminated and of no further force and effect, provided that any provisions of the Original Lease that survive the termination will remain in full force and effect to the extent permitted by law.

23. Term “MBTA”

For purposes of this Lease, the term “MBTA” shall include the MBTA and its directors, officers, employees, agents, and any entity that may succeed the MBTA, and expressly does not include easement holders, MBTA lessees, or licensees or successors to any real property of the MBTA through sale, exchange or gift.

24. Inception Period

The Parties agree that there shall be an Inception Period of two (2) years from the date that the Community Path is opened to the public in order for each Party to further clarify its rights and obligations with respect to the maintenance and operation of the portion of the Community Path within the limits of the New Premises. During the Inception Period, the responsibility for maintenance of the New Premises shall be subject to the terms of Exhibit G. In the event of a conflict between the provisions of the Lease and the terms of Exhibit G, the provisions of Exhibit G shall control.

25. Assignment

The City shall not, without the prior written consent of the MBTA, transfer or assign this Lease or any part hereof. Such consent may be withheld in the sole discretion of the MBTA.

26. Entire Agreement

This Lease contains the entire agreement of the Parties 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.

SIGNATURES ON NEXT PAGE

Approved As To Form

CITY OF SOMERVILLE

By: _____
City Solicitor

By: _____
Katjana Ballantyne
Mayor

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____
Richard Henderson
Chief Real Estate Officer

THE COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Katjana Ballantyne, provided to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the Mayor of the City of Somerville.

Notary Public
My Commission expires:

THE COMMONWEALTH OF MASSACHUSETTS

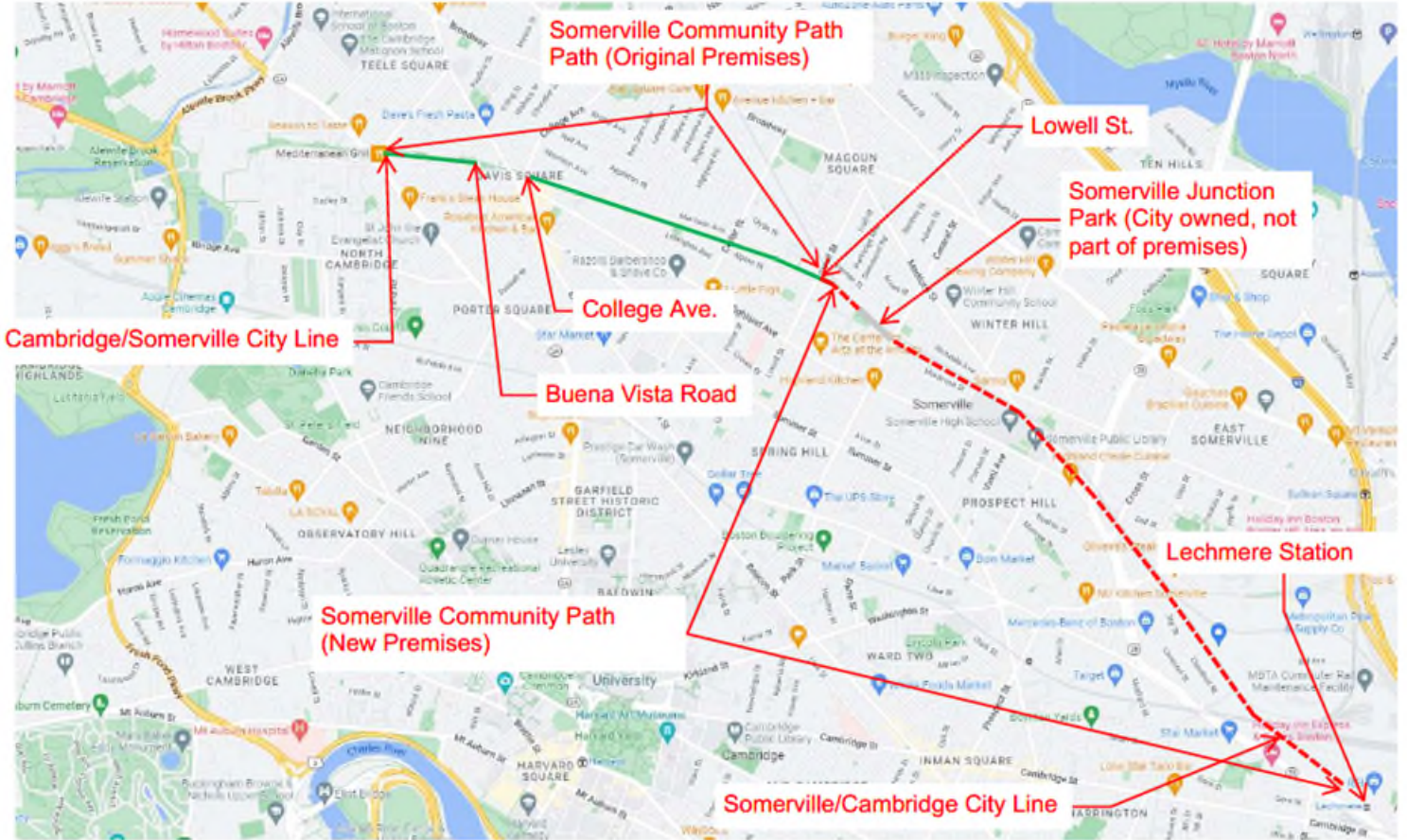
_____ County

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Richard Henderson provided to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Chief Real Estate Officer of the Massachusetts Bay Transportation Authority.

Notary Public
My Commission expires:

EXHIBIT A

PLAN OF THE PREMISES



- Existing Community Path (Original Premises)
- - - New Community Path (New Premises)

PLAN OF THE ORIGINAL PREMISES

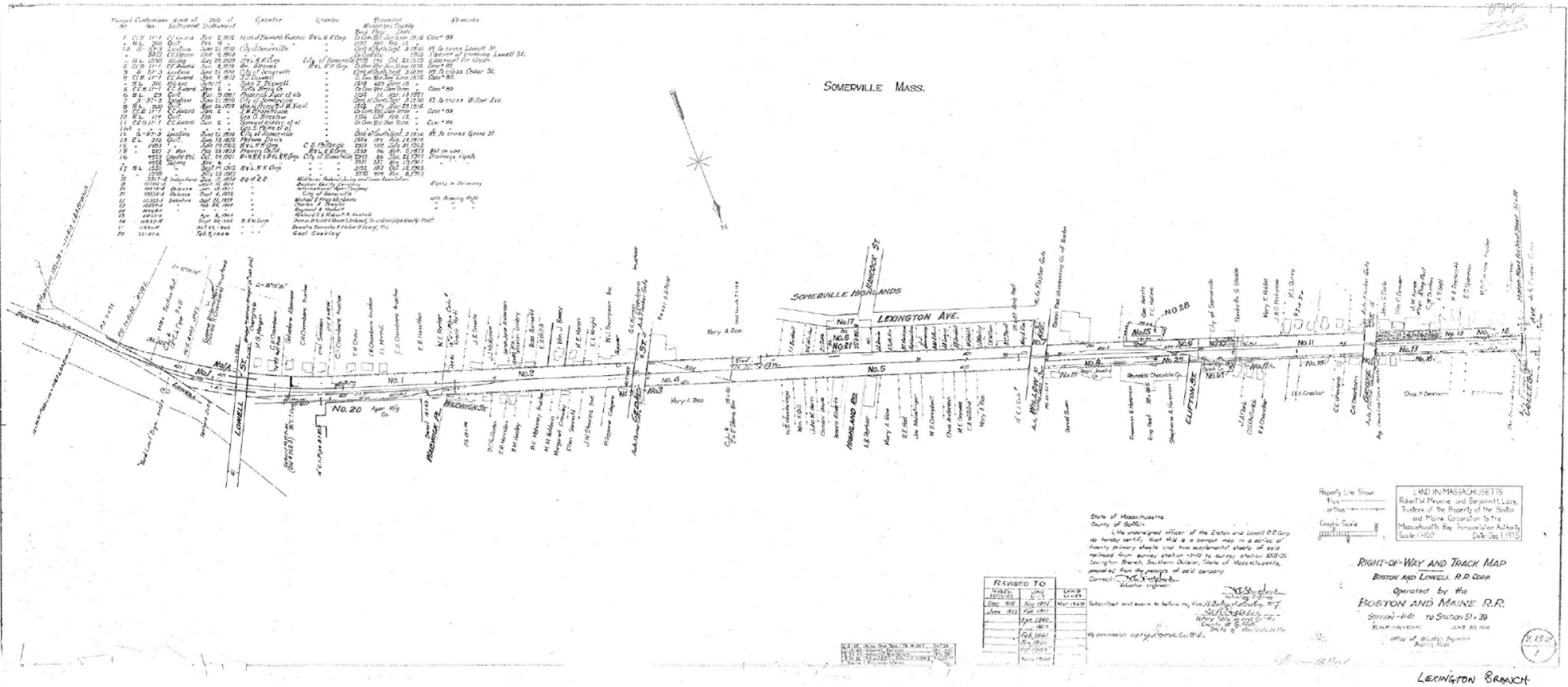


Exhibit A-2

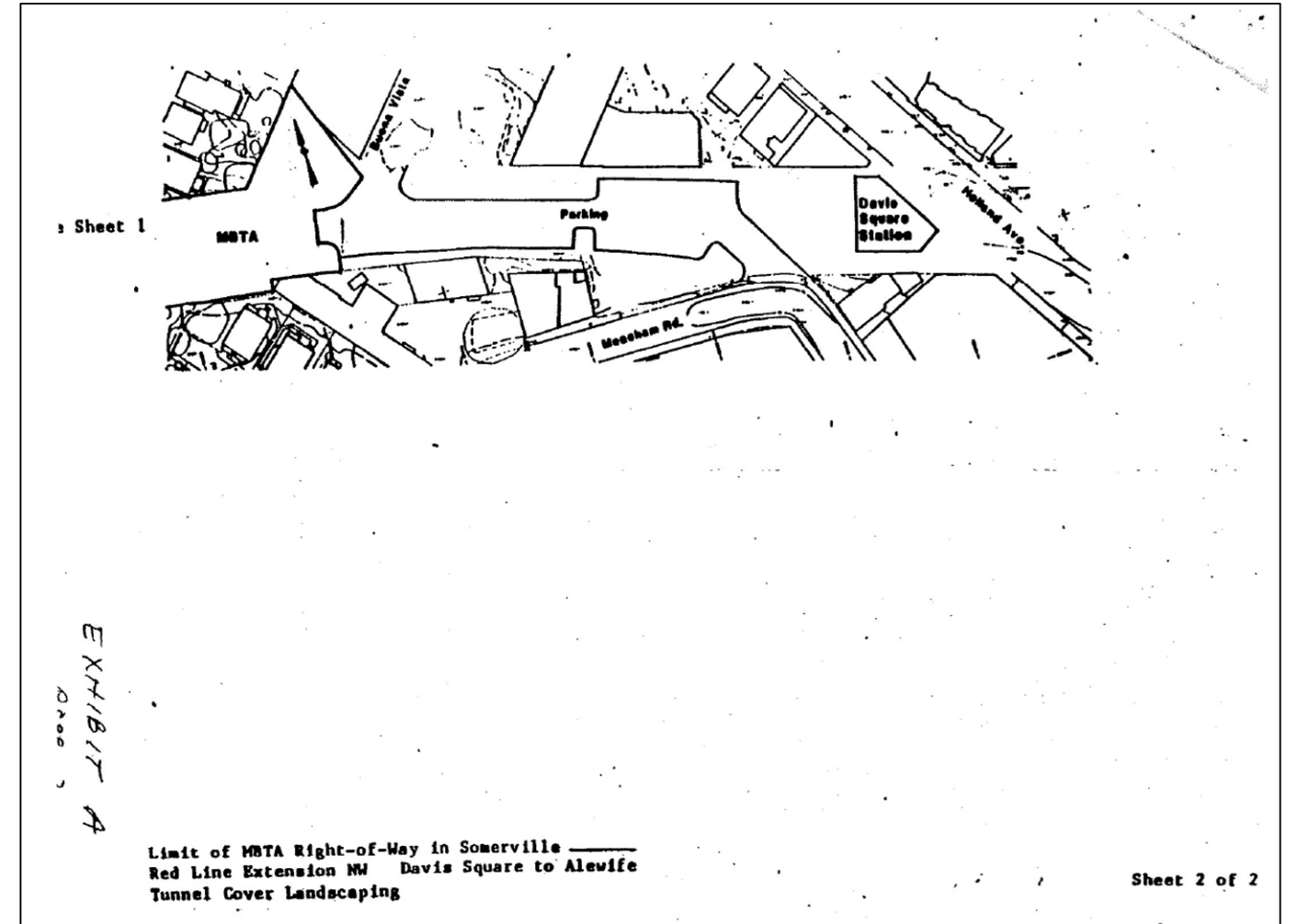
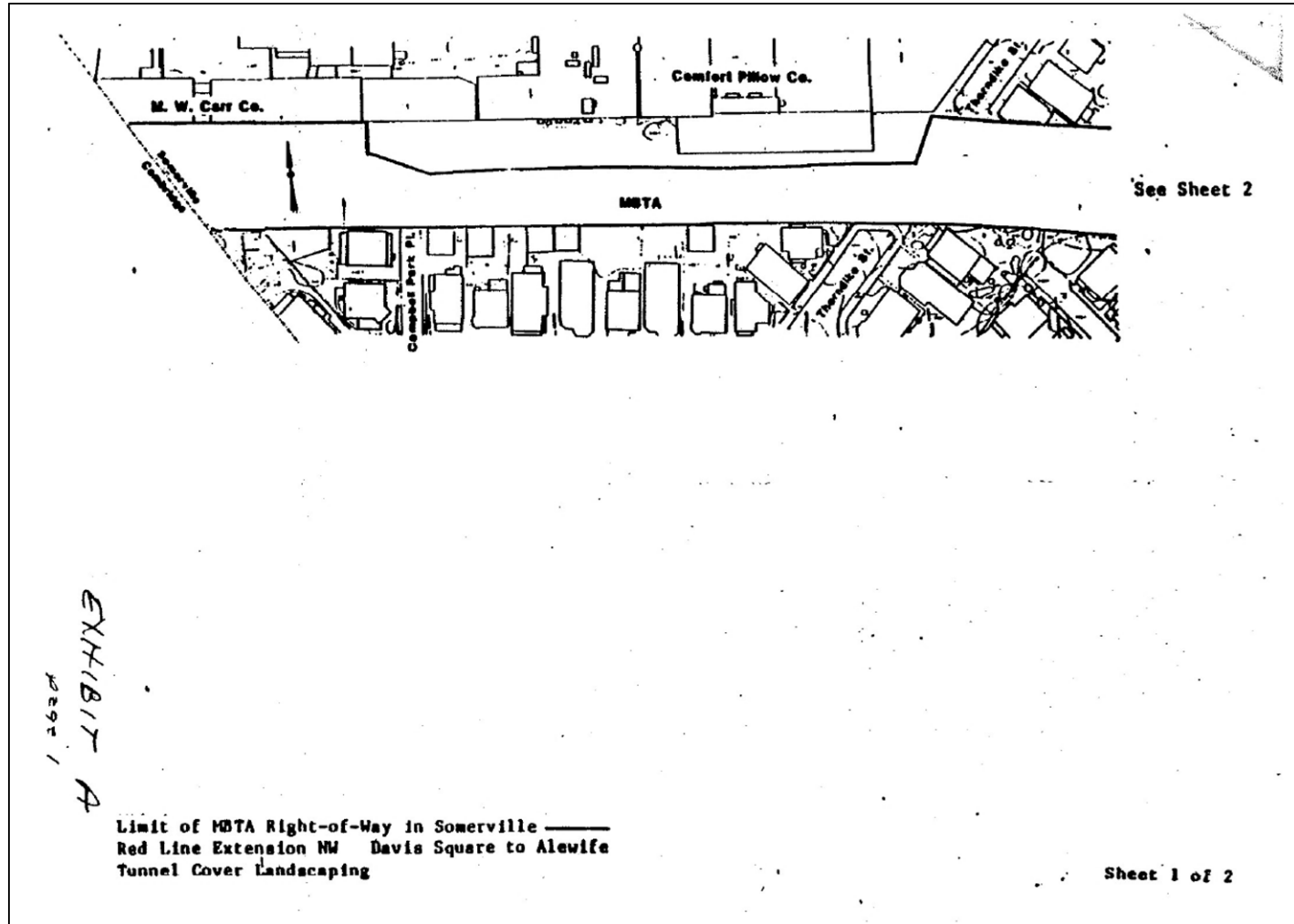
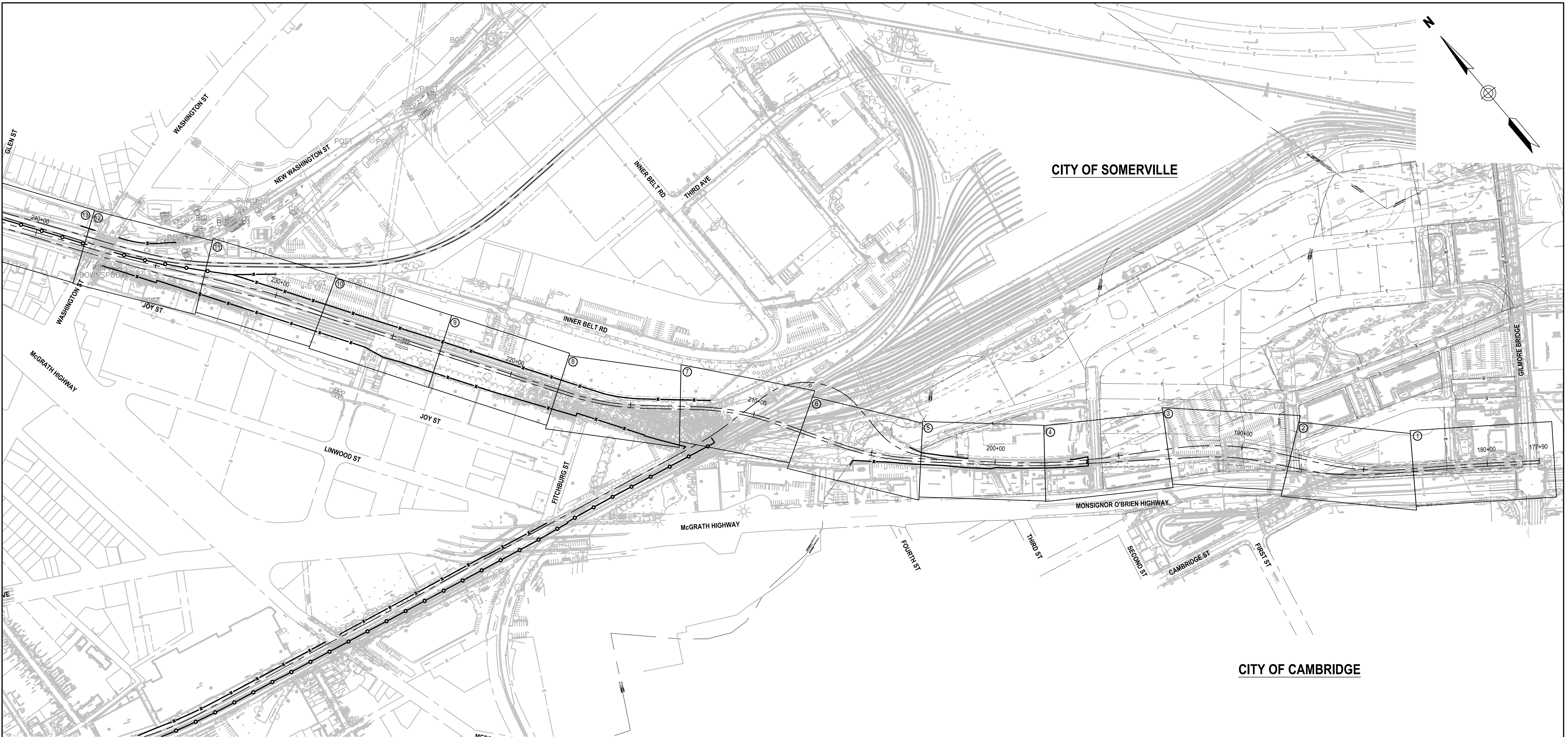


Exhibit B

PLAN OF THE NEW PREMISES



BASE SHEET NO	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩	⑪	⑫	⑬
COMMUNITY PATH PREMISES PLAN	N/A	N/A	N/A	N/A	4 of 24	5 of 24	6 of 24	7 of 24	8 of 24	9 of 24	10 of 24	11 of 24	12 of 24

LEGEND

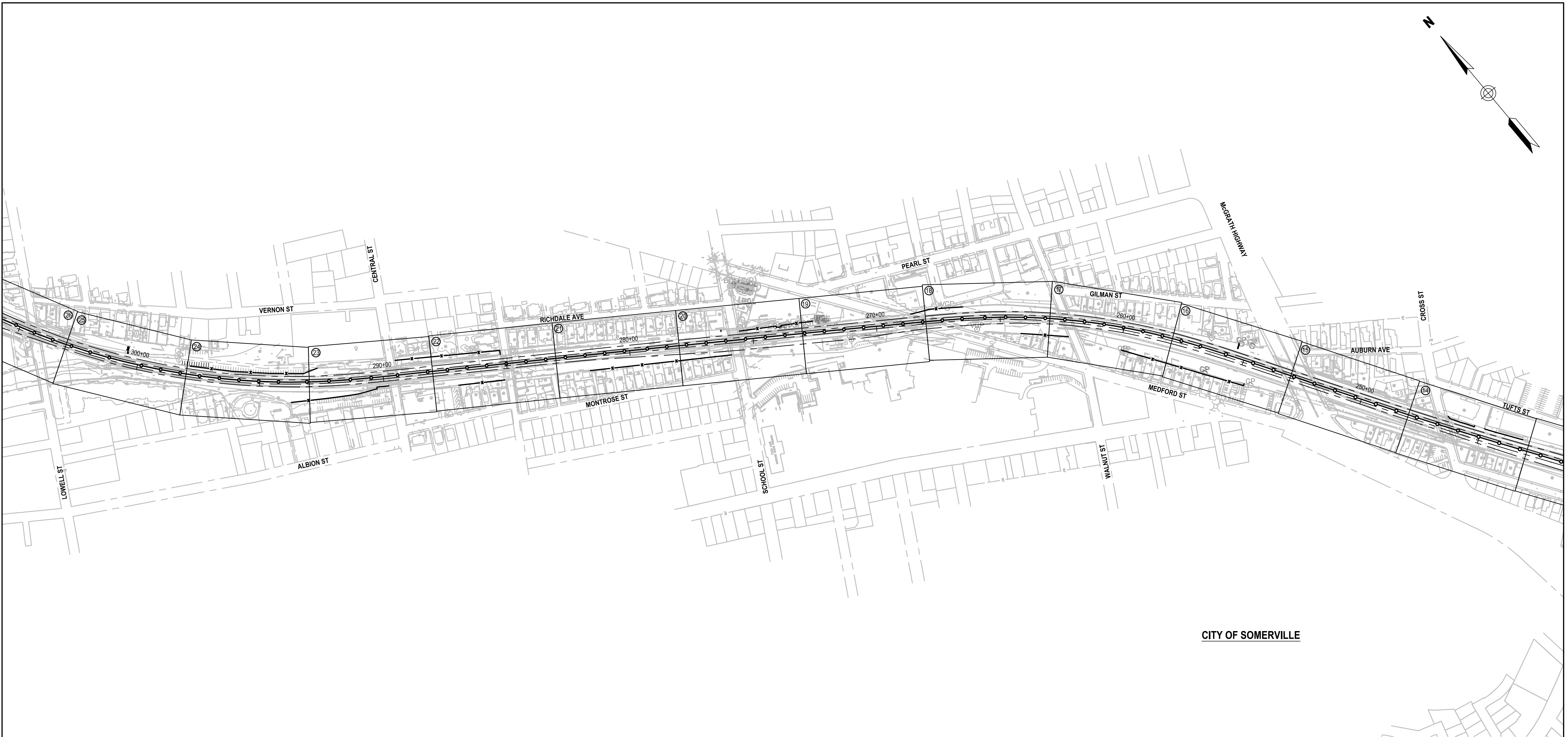
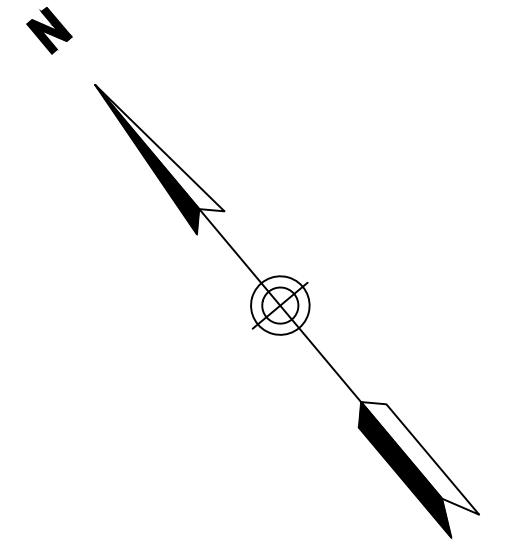
- MBTA A Road
- Proposed
- MBTA Right-of-Way
- Monsignor O'Brien Highway
- Street Right-of-Way
- MBTA Right-of-Way Line
- Drainage Structure
- Light Pole
- Handicap Accessible
- Lighting Control
- Electric Control Box



Exhibit B

	MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
	COMMUNITY PATH PREMISES PLAN SHEET 2 OF 24

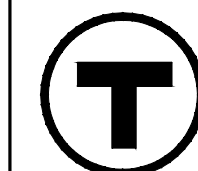
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CITY OF SOMERVILLE

BASE SHEET NO	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)
COMMUNITY PATH PREMISES PLAN	13 of 24	14 of 24	15 of 24	16 of 24	17 of 24	18 of 24	19 of 24	20 of 24	21 of 24	22 of 24	23 of 24	24 of 24	N/A

Exhibit B

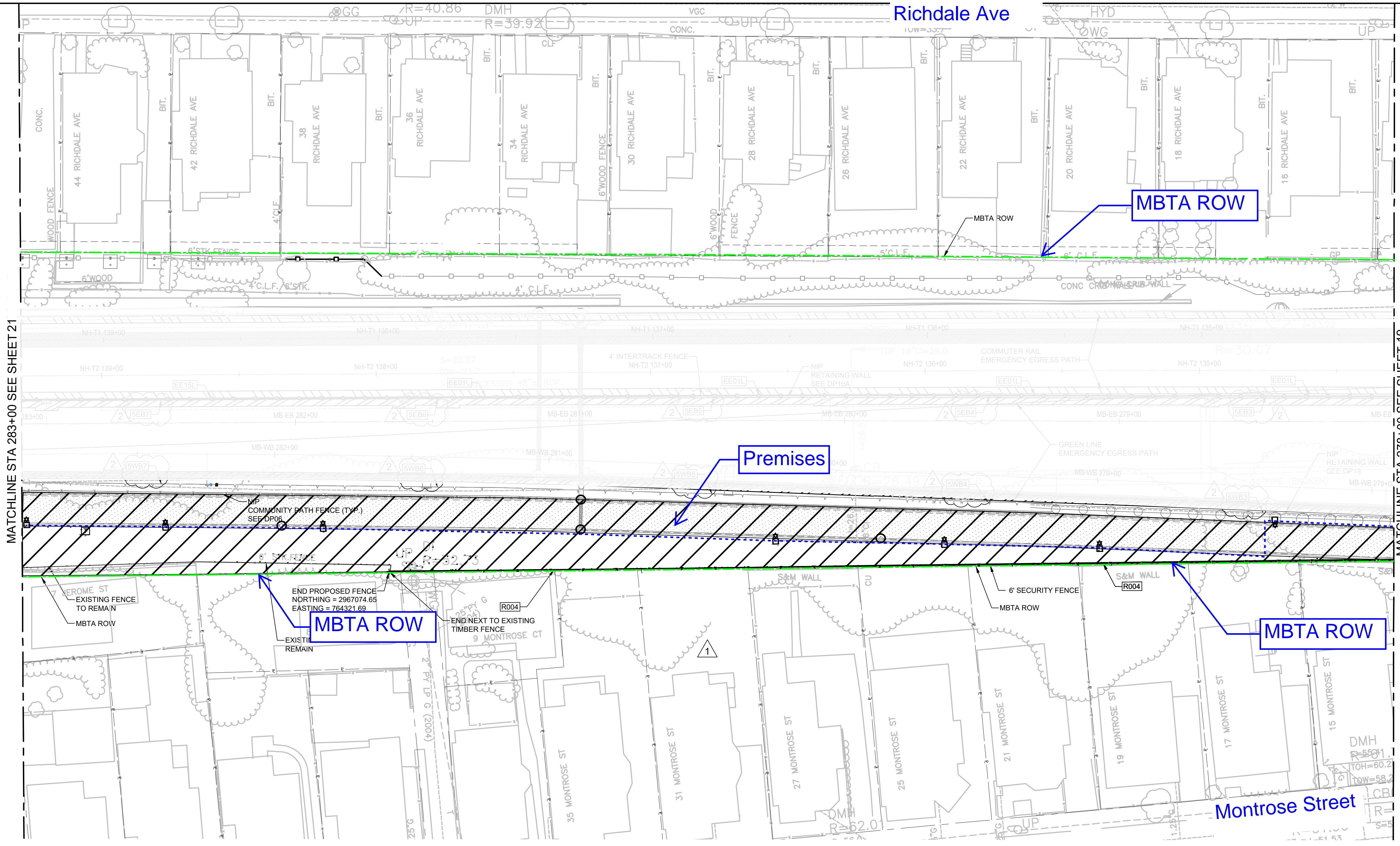


MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
 COMMUNITY PATH PREMISES PLAN
 SHEET 3 OF 24

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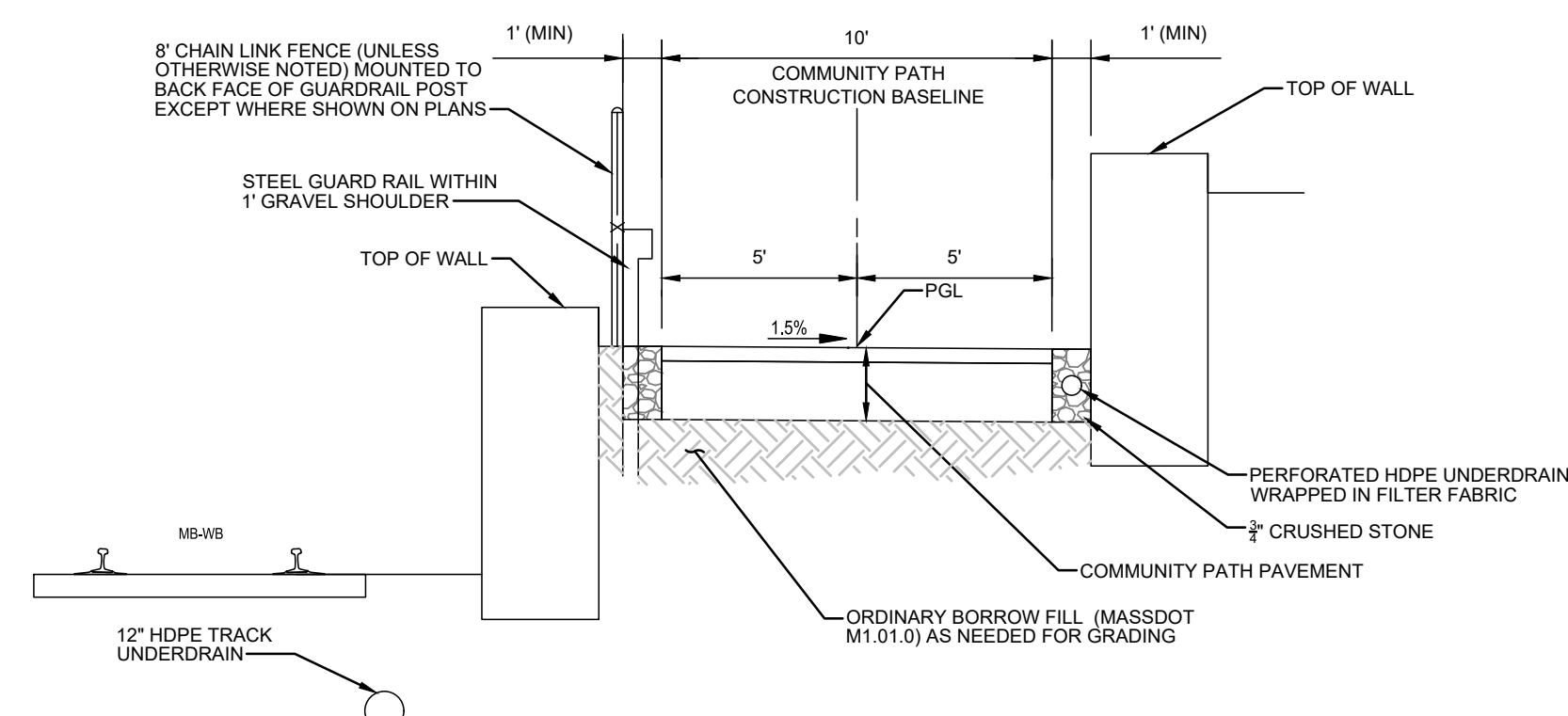
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MATCHLINE STA 283+00 SEE SHEET 21

MATCHLINE STA 278+00 SEE SHEET 19



TYPE C: COMMUNITY PATH BETWEEN WALLS
SCALE: NO SCALE

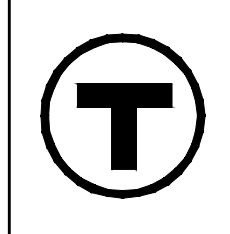
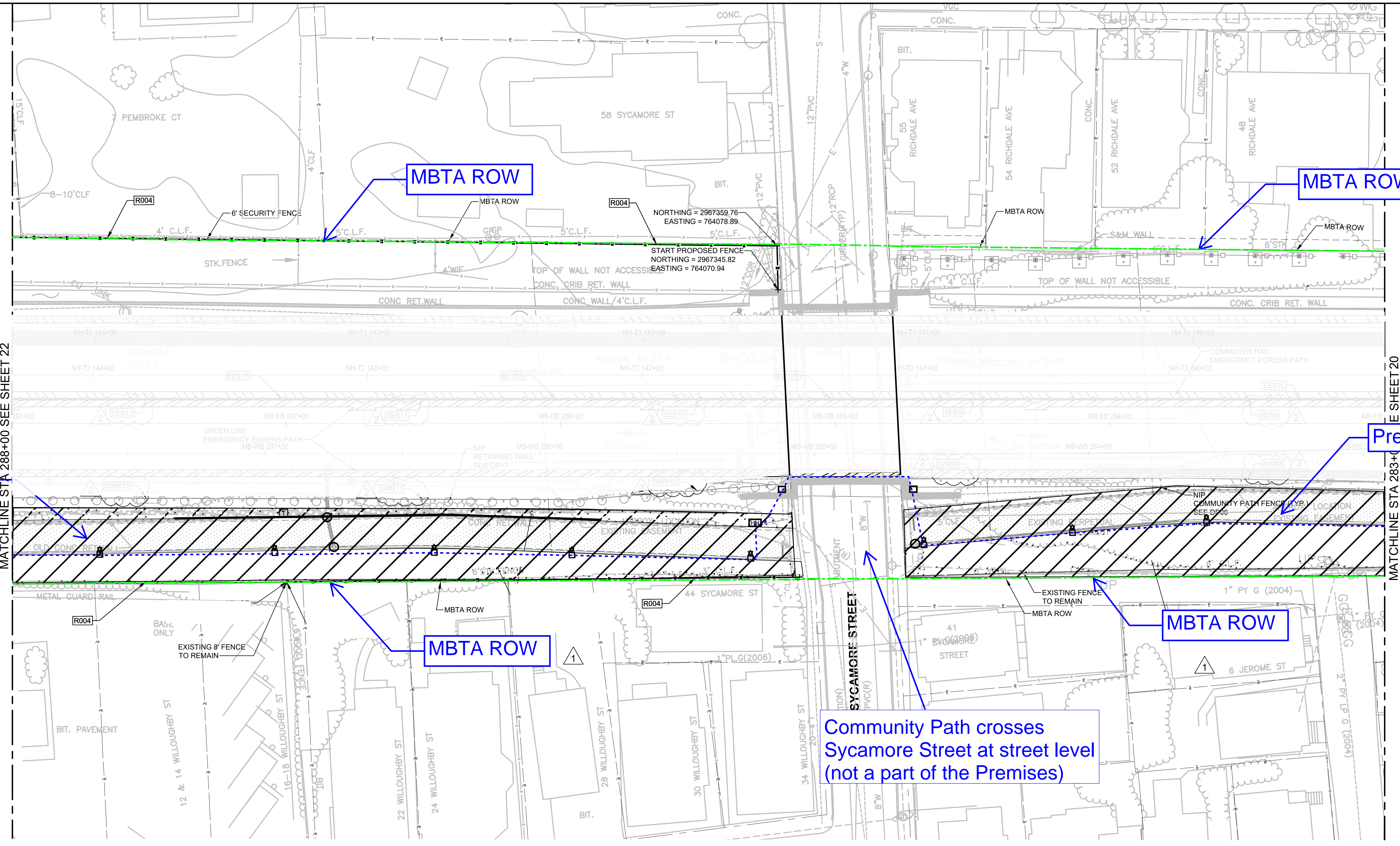
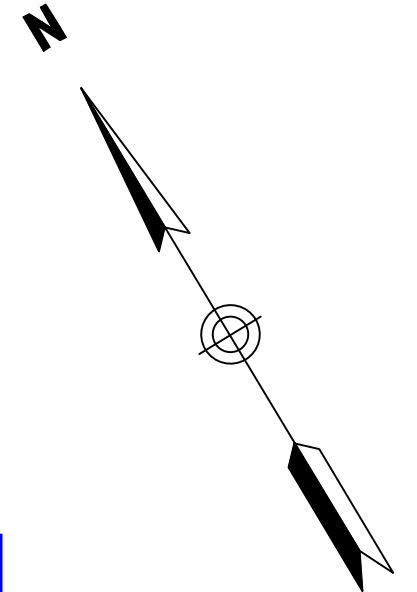


Exhibit B
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
**COMMUNITY PATH PREMISES
PLAN
SHEET 20 OF 24**



Premises

MBTA ROW

MBTA ROW

Premises

MBTA ROW

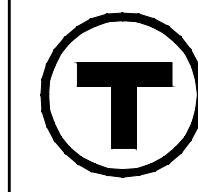
MBTA ROW

Community Path crosses Sycamore Street at street level (not a part of the Premises)

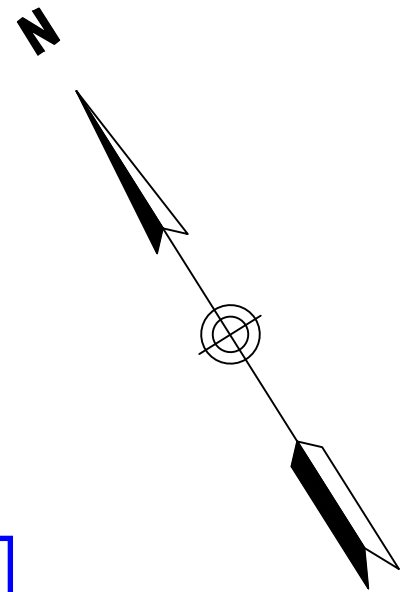
PLOTTED: 09/21/21 5:09PM BY: GCK/EB
DRAWING: D:\PROJECTS\401319\401319_001\190_CAD MODELS AND SHEETS\190_FENCING & LANDSCAPE\1904_C_CIVIL\1904_SHEETS\1904_C-0027.DWG (JWC-C-0027) (REV:01) 14.4PM



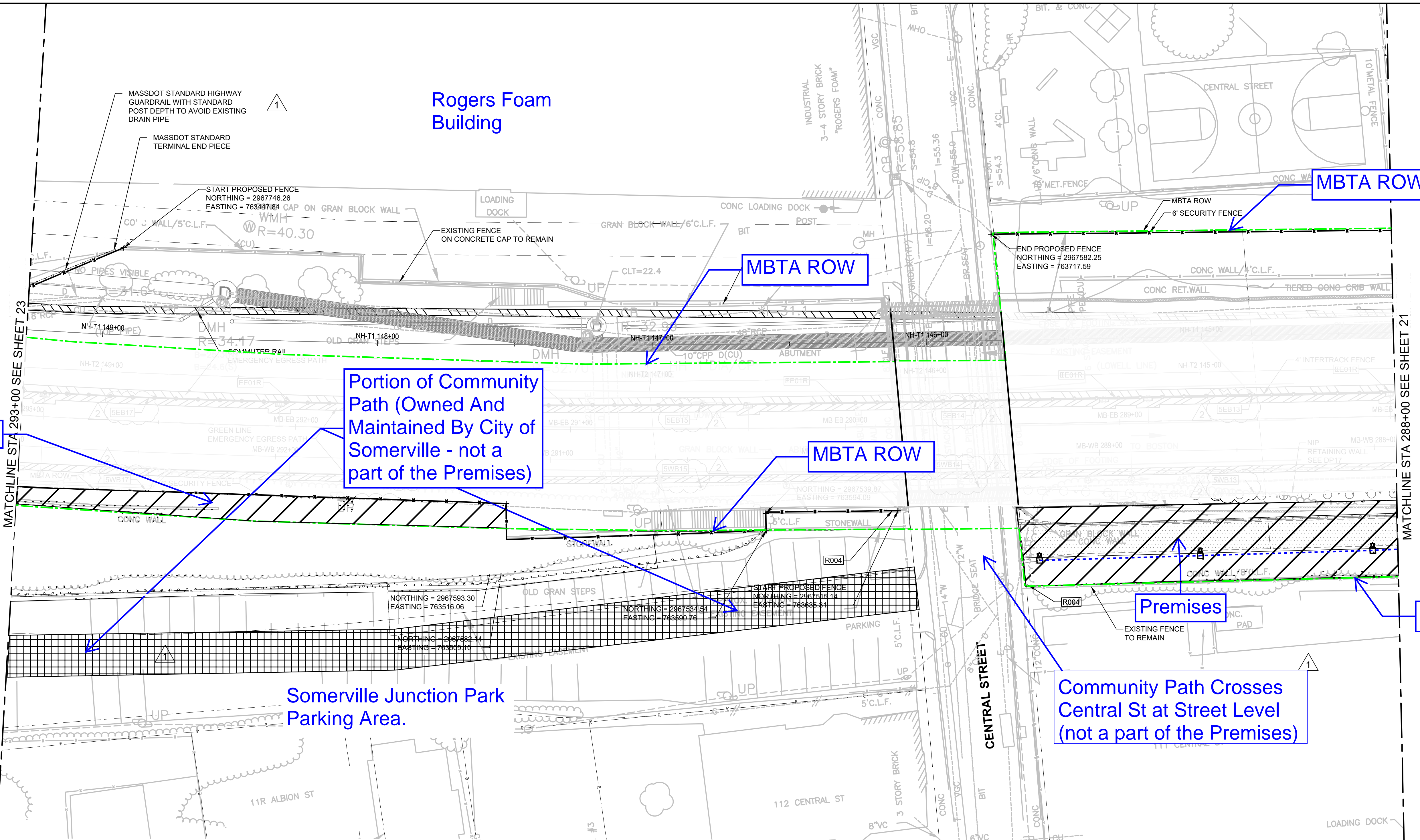
Exhibit B



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
COMMUNITY PATH PREMISES
PLAN
SHEET 21 OF 24



Rogers Foam Building



Premises

Portion of Community Path (Owned And Maintained By City of Somerville - not a part of the Premises)

MBTA ROW

MBTA ROW

MBTA ROW

Premises

MBTA ROW

Community Path Crosses Central St at Street Level (not a part of the Premises)

Somerville Junction Park Parking Area.

PLOTTED: 09/21/21 5:27PM BY: GCK/EB
DRAWING: D:\PROJECTS\2021\194191\194191.dwg (JOB: C:\2021\194191\194191.dwg)

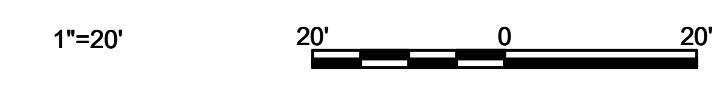
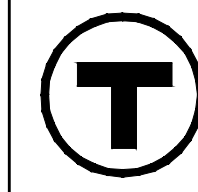


Exhibit B



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
COMMUNITY PATH PREMISES
PLAN
SHEET 22 OF 24

EXHIBIT C

MAINTENANCE RESPONSIBILITIES

In general, the City is responsible for maintaining, repairing and replacing all elements on the Premises, except to the extent is specifically identified in Exhibit C as an MBTA responsibility. Thus, the Parties agree that any element not specifically designated as an MBTA responsibility in Exhibit C is the City's responsibility. Any ambiguity about the responsible party shall be resolved at MBTA's sole discretion. In the event of a conflict between the provisions of this Exhibit C and the plans included as a part of this Lease, the provision of this Exhibit C shall control.

A Fouling Activity, as defined in Section 7.1(a) of the Lease, is any activity that fouls or has the potential to foul or interfere with the operations of the MBTA on the MBTA's Remaining Land or Transit Way. The Transit Way is the right of way dedicated for the exclusive use by MBTA transit vehicles. The Remaining Land refers to those portions of MBTA land adjacent to (but not part of) the Premises, including (but not limited to) the Transit Way.

Element	Maintenance Responsibility
1. Asphalt	<ul style="list-style-type: none">a. The City shall be responsible for maintenance of the asphalt on the Premises.b. Maintenance of asphalt shall include, but not be limited to, patching and repairing the path surface, repairing potholes, repainting striping, repaving, and general upkeep of the asphalt, and shall be performed in accordance with industry standards. These activities should generally not constitute a Fouling Activity as defined above.
2. Snow removal	<ul style="list-style-type: none">a. The City shall be responsible for all snow and ice removal on the Premises, except as set forth below in subsection 2.b.b. The sections of the Premises that lead directly to station entrances as shown on <u>Exhibit B</u> must remain open to the public during MBTA hours of operation and such unimpeded access shall be the responsibility of the MBTA to maintain, including during inclement weather events.

Element	Maintenance Responsibility
3. Fence Maintenance	<ul style="list-style-type: none"> a. The City will be responsible for maintaining all MBTA installed fences, rub rails, guardrails, etc within the Premises and abutting properties on the Premises, except as set forth in subsection 3.b. below. b. The MBTA shall be responsible for maintaining the fences separating the Community Path from the Transit Way. The MBTA shall also be responsible for maintaining the fence on either side of the access road from the northerly Viaduct abutment to the Joy Street entrance (approximate station YL3 217+00 to 226+00), as shown on <u>Exhibit B</u>. c. Maintenance includes monitoring for security as well as repair and replacement when necessary, and shall be performed in accordance with industry standards.
4. Lighting	<ul style="list-style-type: none"> a. The City will be responsible for maintaining all lighting on the Premises, including locations in which the light poles are on the Transit Way. These light pole locations on the Transit Way are indicated on <u>Exhibit B</u> and include, but may not be limited to, pole numbers PL17, PL18, PL19, PL32, PL33, PL34, PL218, PL219, PL220, PL221, PL301, PL302, PL303, PL304, PL305, PL306, PL307, PL308, PL309, PL316, PL317, PL400, PL401, PL402, PL403, PL604, PL605, PL606. b. Such maintenance shall include payment for electricity, as well as monitoring, repair, and replacement of lights and fixtures as necessary, and shall be performed in accordance with industry standards.
5. Walls	<ul style="list-style-type: none"> a. The maintenance of walls follows according to the party that installed the respective wall. Accordingly, the City shall be responsible for maintaining the walls indicated on <u>Exhibit B</u> as CoS High School retaining wall, and the MBTA shall be responsible for maintaining walls built by the MBTA on the Premises, including all walls directly interfacing with the Transit Way and the walls at Chester Street.

Element	Maintenance Responsibility
	<p>b. Maintenance of walls shall include ongoing monitoring of movement, settlement, cracking and spalling, corrosion, drainage issues, general damage, intermittent structural inspections, and repairs where required, and shall be performed in accordance with industry standards.</p>
<p>6. Landscaped Areas</p>	<p>a. The City shall be responsible for maintenance of all landscaped areas on the Premises.</p> <p>b. Such maintenance shall include hydroseed cutting, erosion control to prevent sedimentation from entering the drainage system, limiting height of vegetation to 4-6' to prevent trees from fouling the Transit Way, and preventing overgrowth of vegetation with the potential to create hiding spots and security risks. Maintenance activity shall be performed in accordance with industry standards. Further, the City shall submit a planting plan for review and approval prior to commencing work, and the City shall ensure that plantings do not have the potential to foul the Transit Way.</p>
<p>7. Call Boxes</p>	<p>a. The City shall be responsible for maintaining all call boxes accessible from the Premises, as shown on <u>Exhibit B</u>. Call boxes shall be routed to the Somerville Fire Department.</p> <p>b. Maintenance of call boxes shall include the repair, replacement, and monitoring of such call boxes as required, and shall be performed in accordance with industry standards.</p>
<p>8. Bollards</p>	<p>a. The City shall be responsible for maintaining all bollards on the Premises.</p> <p>b. Maintenance of bollards shall include the monitoring, repair, and replacement of such bollards, as well as removal, as necessary, for routine maintenance activities, and shall be performed in accordance with industry standards.</p>
<p>9. Signage</p>	<p>a. The City shall be responsible for maintaining all signage on the Premises, except as provided in subsection 9.b. below. Further, the City is prohibited from introducing any new signage on the Premises without the MBTA's prior written agreement.</p>

Element	Maintenance Responsibility
	<ul style="list-style-type: none"> b. The MBTA shall be responsible for maintaining all MBTA-owned signage as set forth in the Lease. c. Maintenance of signage shall include reinstallation and repair, as necessary, and shall be performed in accordance with industry standards.
10. Drainage	<ul style="list-style-type: none"> a. The City shall be responsible for maintaining drainage infrastructure on the Premises. b. Maintenance responsibility for drainage infrastructure that includes a vertical drop shall be maintained as shown on <u>Exhibit D</u>.
11. Community Path Viaduct	<ul style="list-style-type: none"> a. The MBTA will be responsible for structural inspection and repairs of structural members of the viaduct on the Community Path. b. The City will be responsible for any maintenance or capital repairs of non-structural members of the viaduct, including repair of concrete and routine maintenance of the viaduct as described in subsection 11.c. below. c. The City shall be responsible for general cleaning and maintenance of the viaduct. This maintenance activity shall include inspecting at regular intervals to ensure: (i) all safety rails, handrails, rub rails, fencing, curbs or other types of safety features remain in place with complete structural integrity and capacity; (ii) deck surfaces remain free of gaps, cracks or projections that could create a trip hazard or interfere with the user in any way , with special consideration given to any deck area which has worn smooth that could also create a possible slip hazard; (iii) the decking condition remains in satisfactory conditions; (iv) checking corrosion of any steel surfaces accessible from the viaduct deck or anywhere that vegetation or other material may encounter the steel; (v) checking all steel surfaces, welded connections and bolted connections for cracks, to the extent these are visible from the bridge deck. .

Element	Maintenance Responsibility
	<p>d. Graffiti removal will be performed by the City, provided however that graffiti removal operations that have the potential to foul the tracks will be performed by MBTA. The City retains the right, but not the obligation, to conduct graffiti removal operations in areas that have the potential to foul the tracks, so long as the City receives prior MBTA approval.</p> <p>e. Following a snow and ice event, the City will sweep sand as needed. Annually, the City will power wash all residual sand and salt from the bridge deck to prevent corrosion.</p>
12. Trash cans	The City shall be responsible for installing and maintaining trash cans on the Premises, provided however, that the City is prohibited from installing concrete pads for trash cans that have the potential to interfere with the Transit Way or MBTA's maintenance responsibilities without the MBTA's prior written agreement.
13. Bicycle Racks	The City will be responsible for maintaining bicycle racks installed on the Premises for Gilman Square Station. The MBTA will be responsible for maintaining bicycle racks for East Somerville Station.
14. Station Art	MBTA will maintain all art installations installed as part of the Green Line Extension Project.

EXHIBIT D

DRAINAGE SYSTEM VERTICAL DROPS

Drainage Vertical Drops Cross Section; Maintenance Split

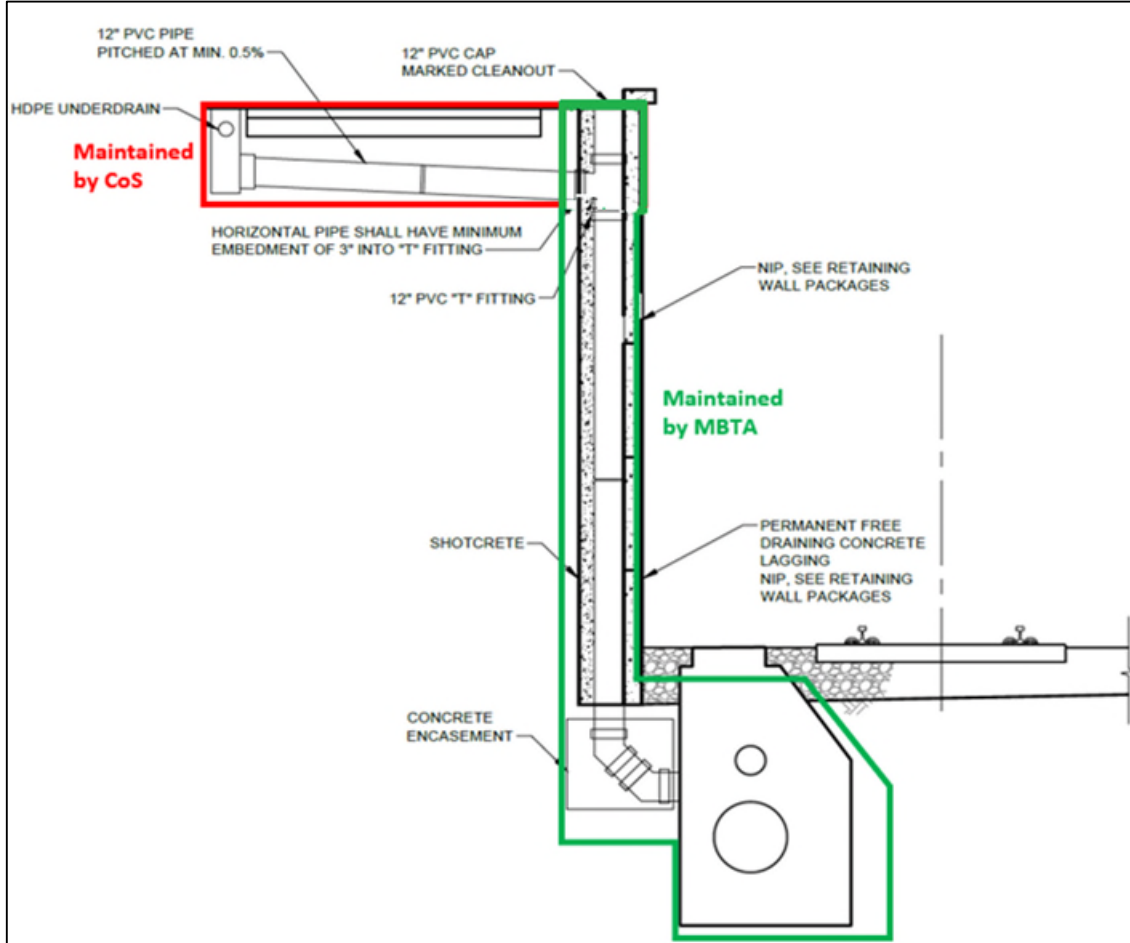


Exhibit E

CITY COUNCIL VOTE

Exhibit F

Standard Operating Procedures Regarding Access to and any Fouling Activity on the MBTA's
Remaining Land

Engineering & Maintenance

Standard Operating Procedure for Completing the E&M Support Request Form

Document No. EM-POL-006-SOP-002



Revision 0
12/07/2020

	Engineering & Maintenance Standard Operating Procedure	DOCUMENT # EM-POL-006-SOP-002
	Subject: Completing the E&M Support Request Form	Page 1 of 11
Date: 12/07/2020	Revised: N/A	Revision: 0

The **Standard Operating Procedure for Completing the E&M Support Request Form** composed within this document has been reviewed and authorized for use by:

DocuSigned by:

9F25964BA07643A...

Megan Chann
Director Maintenance Operations and Strategy

DocuSigned by:


42A790B386FA4C1...

William Charrette
Director of Power Systems Maintenance

The commencement date for this Policy shall be: 01/01/2021

Exhibit F-3

Hardcopies of this document are considered uncontrolled. Please refer to the E&M Division Intranet Web Portal for the latest version

	Engineering & Maintenance Standard Operating Procedure	DOCUMENT # EM-POL-006-SOP-002
	Subject: Completing the E&M Support Request Form	Page 1 of 11
Date: 12/07/2020	Revised: N/A	Revision: 0

1.0 Purpose

- 1.1 The purpose of this document is to establish the procedure for filling out an E&M Support Request Form to request support from an E&M department to access an MBTA facility.


2.0 Scope

- 2.1 This procedure applies to all MBTA employees and contractors responsible for requesting support resources from an E&M department in order to access MBTA facilities.
- 2.2 The E&M Support Request Form should be filled out when accessing facilities that ARE NOT on the MBTA Right-of-Way (ROW). To request support for work on the ROW, requesters should reference EM-POL-006-SOP-001.
- 2.3 Revision 0 of the E&M Support Request Form applies to the following types of facilities: Electrical Rooms, Elevator Machine Rooms, Generator Rooms, Switching Stations, Traction Power Substations, Tunnel emergency Evacuation Fan Rooms, and Unit Substations.
- 2.4 A Support Request Form must be filled-out to request access to an MBTA Facility (non-ROW). A separate E&M Support Request Form is required for each job for which you are requesting access.

A job is defined as a work package that includes all of the following:

- Utilizes the same work crew and resources
- Takes place at the same location and during the same time period
- Occurs consecutively (over the course of one or multiple consecutive days) to achieve a single goal

Exhibit F-4

 Engineering & Maintenance Standard Operating Procedure		DOCUMENT # EM-POL-006-SOP-002
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Date: 12/07/2020	Revised: N/A	Revision: 0

3.0 Deadlines


- 3.1 Support Request Forms must be submitted in compliance with the deadlines outlined in TABLE 1 and 2.

TABLE 1: Deadlines for E&M Support Request Form	
Requester	Deadline*
All Requesters	10 AM, 5 Calendar days prior to work start
*NOTE: MBTA Holidays may affect deadlines. Changes in deadlines due to holidays will be posted on https://emcontracts.knack.com/row#start-page/ .	

- 3.2 Requests submitted after the deadlines outlined above will not be accepted. If the request is an emergency, please contact an E&M Department Director to provide a written exception.

TABLE 2: Deadlines for E&M Support Request Form Detail						
Request Deadline – 10:00 AM				Work Start 12:01 AM		
↓					↓	
WED	THUR	FRI	SAT	SUN	MON	TUES
Date/Time Due				Work Start		
Monday 10:00 AM				Saturday 12:01 AM		
Tuesday 10:00 AM				Sunday 12:01 AM		
Wednesday 10:00 AM				Monday 12:01 AM		
Thursday 10:00 AM				Tuesday 12:01 AM		
Friday 10:00 AM				Wednesday 12:01 AM		
Saturday 10:00 AM				Thursday 12:01 AM		
Sunday 10:00 AM				Friday 12:01 AM		

Exhibit F-5

 Engineering & Maintenance Standard Operating Procedure	DOCUMENT #
	EM-POL-006-SOP-002
Subject: Completing the E&M Support Request Form	Page 3 of 11
Date: 12/07/2020	Revised: N/A
	Revision: 0

4.0 Procedure: Submitting an E&M Support Request Form

FIGURE 1: Procedure for submitting as E&M Support Request Form

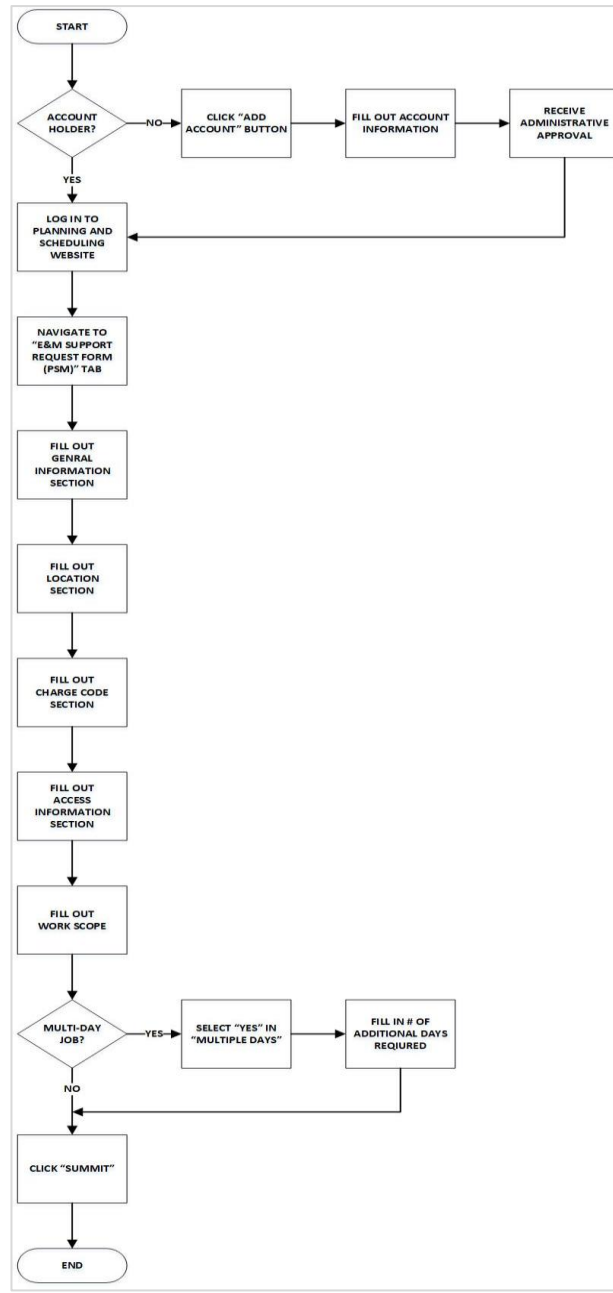



Exhibit F-6

 Engineering & Maintenance Standard Operating Procedure		DOCUMENT # EM-POL-006-SOP-002
Subject: Completing the E&M Support Request Form		Page 4 of 11
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5.0 Procedure: Submitting an E&M Support Request Form

- 5.1 Navigate to the Planning and Scheduling home page by clicking on the following link:
<https://emcontracts.knack.com/row#start-page/>
- 5.2 Login to the system using your email and password as shown in **FIGURE 2**.
 - 5.2.1 To create a new account, click on the **Add Account** button and fill out the account information form.
 - 5.2.2 The site administrator will review and approve accounts within 48 hours of receiving each account request.
 - 5.2.3 Users will receive an automated email with account information after their account has been approved.

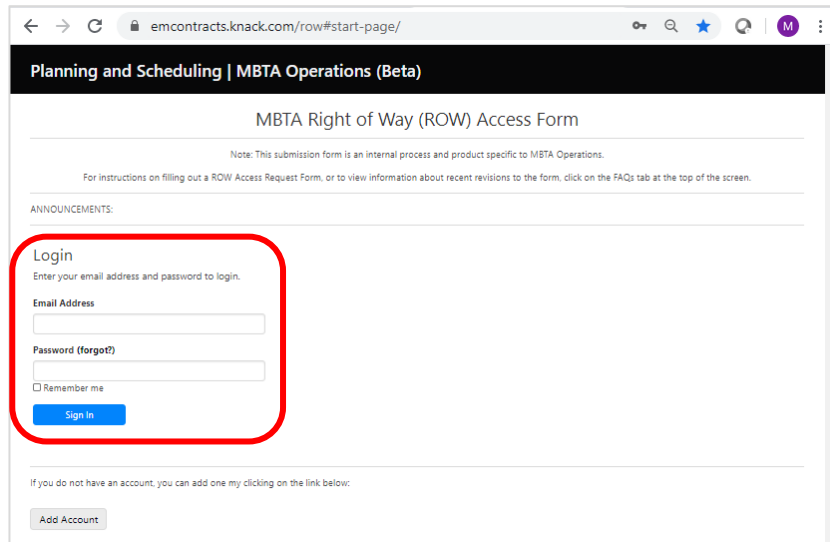


FIGURE 2: Planning and Scheduling Home Page

- 5.2.4 Click on the E&M Support Request Form tab at the top of the page as shown in **FIGURE 3**.

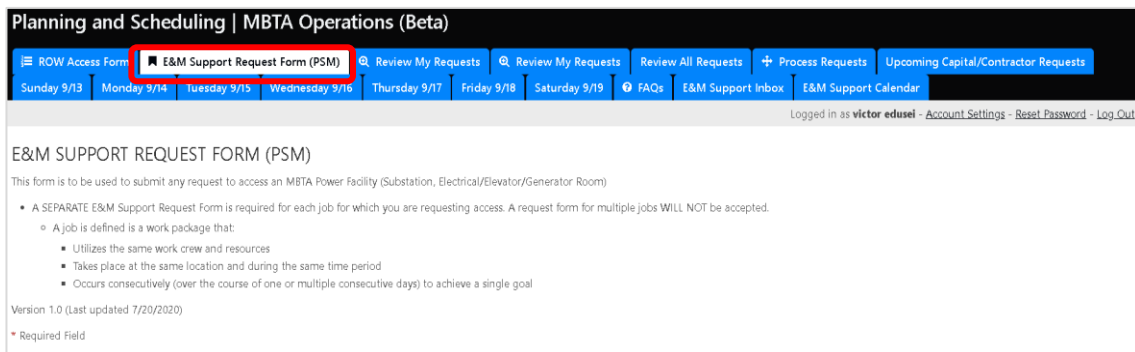



FIGURE 3: E&M Support Request Form Tab

Exhibit F-7

Hardcopies of this document are considered uncontrolled. Please refer to the E&M Division Intranet Web Portal for the latest version

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General Information Section:

The General Information section contains the requester’s contact information as well as the information for the work-site contact person.

5.3 Fill out all fields in the **General Information Section** as shown in **FIGURE 4**. Field definitions can be found in **TABLE 3**.


GENERAL INFORMATION:

Requester's Department * Select...	Are the following Contacts same as Form Submitter? * <input type="checkbox"/> MBTA Project Contact Person <input type="checkbox"/> Work Site Contact Person <input type="checkbox"/> Licensed Electrician
Project Name <input type="text"/>	Project Number <input type="text"/>
MBTA Project Contact Name * First <input type="text"/> Last <input type="text"/>	Work Site Contact Person Name * First <input type="text"/> Last <input type="text"/>
MBTA Project Contact Phone * <input type="text"/>	Work Site Contact Person Phone * <input type="text"/>
	Licensed Electrician Name First <input type="text"/> Last <input type="text"/>
	Electrician License Number <input type="text"/>
	Work Site Contact Person Email * <input type="text"/>
	Electrical Permit <input type="text"/>

FIGURE 4: General Information Section

TABLE 3: Admin Section Fields	
Field	Definition/Instructions
Requester’s Department	Select the requesting department. This should be the department responsible for performing the work on the ROW.
Project Name & Number	Fill in the assigned MBTA project name and number
MBTA Project Contact Name	Fill in the Name of the MBTA employee who will be the primary contact for the job.
MBTA Project Contact Phone	Phone # of MBTA contact person.
Work Site Contact Person Name, Phone & Email	Use this field to enter the work site contact person information. This person MUST be ON-SITE and will be the primary contact while the job is being completed.
Licensed Electrician Name**	Name of the Licensed Electrician onsite performing the job.
Electrician License Number**	The state issued License number of the Electrician.
Electrical Permit**	Issued Electrical Permit number for the job.
** if applicable	

Exhibit F-8

 Engineering & Maintenance Standard Operating Procedure		DOCUMENT # EM-POL-006-SOP-002
Subject: Completing the E&M Support Request Form		Page 6 of 11
Date: 12/07/2020	Revised: N/A	Revision: 0

Location Section:

The Location Section contains basic information for the Support request including the Location type, Location Name and Room Number for the access request.

5.4 Fill out the **Location Section** as shown in **FIGURE 5**. Field definitions can be found in **TABLE 4**.

LOCATION:

Location Type Select ▼	Location Name Type to search ▼ <small>• Add a new option</small>	Room Number <input style="width: 90%;" type="text"/>
---	--	--

FIGURE 5: Location Section

TABLE 4: Location Section Fields	
Field	Definition/Instructions
Location Type	Select the appropriate Location Type for the job requested. <i>(Traction Power Substation, Unit Station, Switching Station, Elevator Machine Room, Electrical Equipment Room (Low voltage), Generator Rooms/Enclosure and Tunnel Emergency Evacuation Fan Room.</i>
Location Name	Select the respective Location Name for the selected Location Type.
Room Number	Enter the appropriate Room Number of the selected location name.

Charge Code:

The Charge Code section contains information about the Function number/code or Work order number for the request.

5.5 Fill out the **Charge Code Section** as shown in **FIGURE 6**. Field definitions can be found in **TABLE 5**.

Charge Code:

Function Number/Code ▼

Enter the 6 digit function number/code

FIGURE 6: Charge Code Section


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TABLE 5: Charge Code Section Field	
Field	Definition/Instructions
Function Number/Code	Enter the MBTA assigned function number for the project. <i>If no valid function number is provided, the request cannot be submitted.</i>
*Work Order Number	Enter the MBTA assigned work order number for the project. <i>*Applies when requesting access into an Elevator Machine Room</i>

Access Information:

The Access information section contains information about the requested date and timeframe for the request.

- 5.6 Fill out the **Access Information Section** as shown in **FIGURE 7**. All fields in this section are required. Field definitions can be found in **TABLE 6**.

ACCESS INFORMATION:

Date Requested and Start Time * **End Time *** **Multiple Days ***

08/26/2020 12:00am 5:00am Yes


Beyond the date requested, how many ADDITIONAL consecutive days do you need? *

Please note, this question asks for how many ADDITIONAL days you are requesting. E.g.: If you need a total of 2 days, the Date Requested field indicates the first day, so you should ENTER 1 in this field

FIGURE 7: Access Information Section

TABLE 6: Access Information Section Fields	
Field	Definition/Instructions
Date Requested and Start Time	Select the date and time access will start for the job. <i>If the job spans multiple days, enter the first date requested.</i>
End Time	Select the time access will end for the job.
Multiple days	If the job will take more than one day to complete, select <i>“Yes.”</i>
Beyond the date requested, how many additional consecutive days do you need?	Enter the number of <i>ADDITIONAL CONSECUTIVE DAYS</i> needed to complete the job. A multi-day request can only be submitted if the job utilizes the same work crew and resources in the same location for the entire duration of the request. If this is not the case, separate requests must be submitted.

Exhibit F-10

 Engineering & Maintenance Standard Operating Procedure		DOCUMENT # EM-POL-006-SOP-002
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Work Scope:

The Work Scope section contains information on the scope of work.

5.7 Fill out the **Work Scope Section** as shown in **FIGURE 8**. Field definitions can be found in **TABLE 7**.

WORK SCOPE:

Select the following that applies to your scope

Switching required (System switching above 480V)

Work to be performed on Power Distribution Equipment

Operation of Circuit Breakers/Disconnects/Isolation Devices

Additional Load


Summary of Work *

Attachment

No file chosen

FIGURE 8: Work Info Section

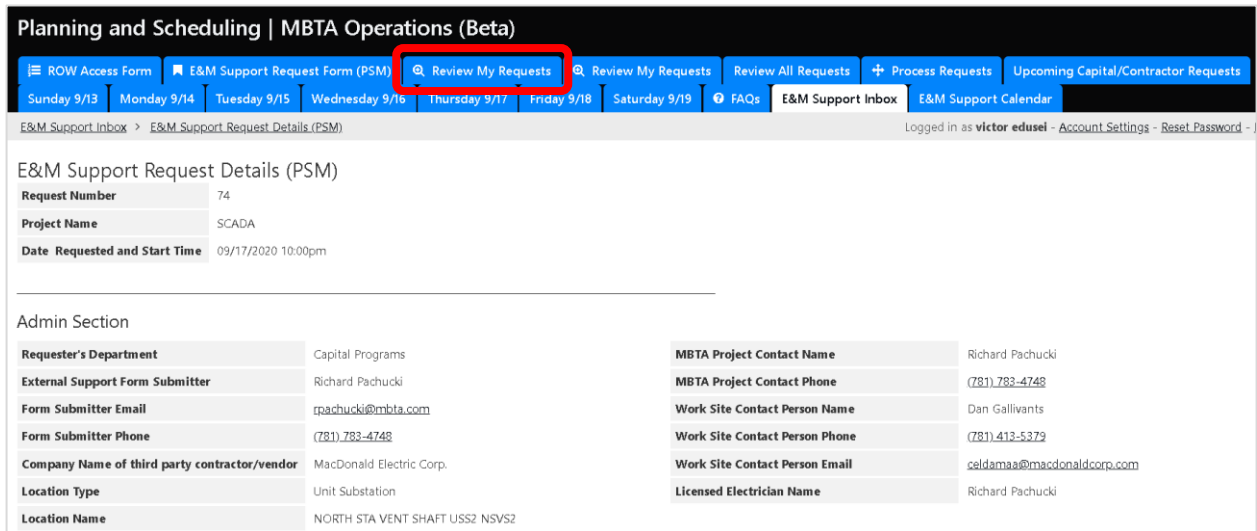
TABLE 7: Work Info Section Fields	
Field	Definition/Instructions
Select the following that applies to your scope	From the list provided, select the appropriate scope(s) for the job requested.
Summary of Work	Provide a detailed summary of the work being done. <ul style="list-style-type: none"> • Include as much detail as possible in this section to assist in accurately scheduling the request. A summary of work should include, but is not limited to: <ul style="list-style-type: none"> ○ Overview: A brief statement describing the job. ○ Task: Explanation of all related tasks & duties. ○ Deliverables: Expected goals and targets to be achieved upon completion of the job. ○ Timeline: duration of the job from start to finish ○ Infrastructure: A brief description of the affected infrastructure.
Attachment	Attach any supporting documents that provides additional details of the job requested.

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	Revision: 0

Submit:

After submitting a request, users can view their requests. Users will be notified via email as their requests are dispositioned. Users can view their previously submitted requests at any time by clicking on the “Review My Requests” tab at the top of the application.

- 5.8 Click the **Submit** button as shown in **FIGURE 8**.
- 5.9 The requester will receive an email confirming that the E&M Support Request Form has been received. The E&M Support Request Team and applicable E&M personnel will receive email notification.
- 5.10 After clicking the submit button, the requester will be able to review their request as shown in **FIGURE 9**.



Planning and Scheduling | MBTA Operations (Beta)

ROW Access Form | E&M Support Request Form (PSM) | **Review My Requests** | Review My Requests | Review All Requests | Process Requests | Upcoming Capital/Contractor Requests

Sunday 9/13 | Monday 9/14 | Tuesday 9/15 | Wednesday 9/16 | Thursday 9/17 | Friday 9/18 | Saturday 9/19 | FAQs | E&M Support Inbox | E&M Support Calendar

E&M Support Inbox > E&M Support Request Details (PSM) Logged in as victor edusel - Account Settings - Reset Password


E&M Support Request Details (PSM)

Request Number 74
Project Name SCADA
Date Requested and Start Time 09/17/2020 10:00pm

Admin Section

Requester's Department	Capital Programs	MBTA Project Contact Name	Richard Pachucki
External Support Form Submitter	Richard Pachucki	MBTA Project Contact Phone	(781) 783-4748
Form Submitter Email	rpachucki@mbta.com	Work Site Contact Person Name	Dan Gallivants
Form Submitter Phone	(781) 783-4748	Work Site Contact Person Phone	(781) 413-5379
Company Name of third party contractor/vendor	MacDonald Electric Corp.	Work Site Contact Person Email	cedamaa@macdonaldcorp.com
Location Type	Unit Substation	Licensed Electrician Name	Richard Pachucki
Location Name	NORTH STA VENT SHAFT USS2 NSVS2		

FIGURE 9: Support Request Detail Screen

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6.0 Primary Distribution List

Name	Title	Signature required for enacting the SOP? (Y/N)
William Charrette	Director of Power Systems Maintenance	Y
Brian Phillips	Deputy Director, PSM	N
Megan Chann	Director, Maintenance Operations and Strategy	Y
Matt Francis	Supervisor, PSM	N
John Keady	Electrical Inspector, PSM	N
All Applicable Capital Programs Project Managers		N
All Applicable Contractors		N
All E&M Personnel		N

7.0 Revision History

Revision	Date	Revision History
0	12/10/2020	Initial Implementation – Support Request Form for PSM

Exhibit F-13


Engineering & Maintenance

Policy for Planning and Scheduling Work on the Right of Way

Document No. EM-POL-006




Rev 01
05/01/2021


 Engineering & Maintenance Policy		DOCUMENT # EM-POL-006
Subject: Policy for Planning and Scheduling Work on the Right of Way		Page 1 of 12
Date: 05/01/2021	Revised: 05/01/2021	Revision: 01


The Policy for Planning and Scheduling Work on the Right of Way composed within this document has been reviewed and authorized for use by:


DocuSigned by:

 18782C0149094F7...
Joseph L. Cheever
 Senior Director Engineering and Maintenance

DocuSigned by:

 4341C07EF20A49A...
Aisheea Isidor
 AGM of OCC and Operations Training


DocuSigned by:

 33F24992B1EC4FF...
Joseph McNall
 Director of Signals & Communications

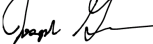
DocuSigned by:

 9F25904DA07043A...
Megan Chann
 Director, Maintenance Operations and Strategy

DocuSigned by:

 42A790B388FA4C1...
William Charrette
 Director of Power Systems Maintenance

DocuSigned by:

 C4F78B505FD34FB...
Andrew Hall
 Director of Transit Facilities Maintenance


DocuSigned by:

 7C1491E000104C2...
Thomas Crowley
 Division Chief of Construction/Logistics Rail

DocuSigned by:

 63F09A047C3C432...
Joseph Gushue
 Director of Maintenance of Way

The commencement date for this Policy shall be: 05/01/2021

Exhibit F-15

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1.0 Purpose

- 1.1 The purpose of this document is to define and document the process by which the E&M Planning and Scheduling Department schedules work and produces the Day and Night orders.

2.0 Scope

- 2.1 This policy applies to all MBTA employees and contractors/vendors responsible for requesting access to ROW or ROW adjacent locations to complete maintenance or capital work. This process begins with the submission of a Right of Way (ROW) Access Request Form and concludes with publishing of the Day and Night Orders.
- 2.1.1 A work activity should be listed on the Day or Night Orders if it fits any of the following criteria:
- a) The work activity takes place on the MBTA ROW as defined in the MBTA ROW Rulebook.
 - b) There is a potential to foul the MBTA ROW while the job is taking place.
 - c) The work activity takes place in a public facing area of an MBTA facility.
 - d) The work requires MBTA transportation, track, power, signal, and/or facilities resources to protect against MBTA operating vehicles or because the work will or has the potential to impair infrastructure critical to the operations of revenue service (such as de-energizing catenary power or signals).
- 2.1.2 All activities taking place on or adjacent to the MBTA ROW must be completed in compliance with the MBTA ROW Rulebook.
- 2.1.3 The OCC Dispatcher has final jurisdiction over all ROW activities and is authorized to permit or deny access to any work activity at any time.

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3.0 Process Flow Diagram

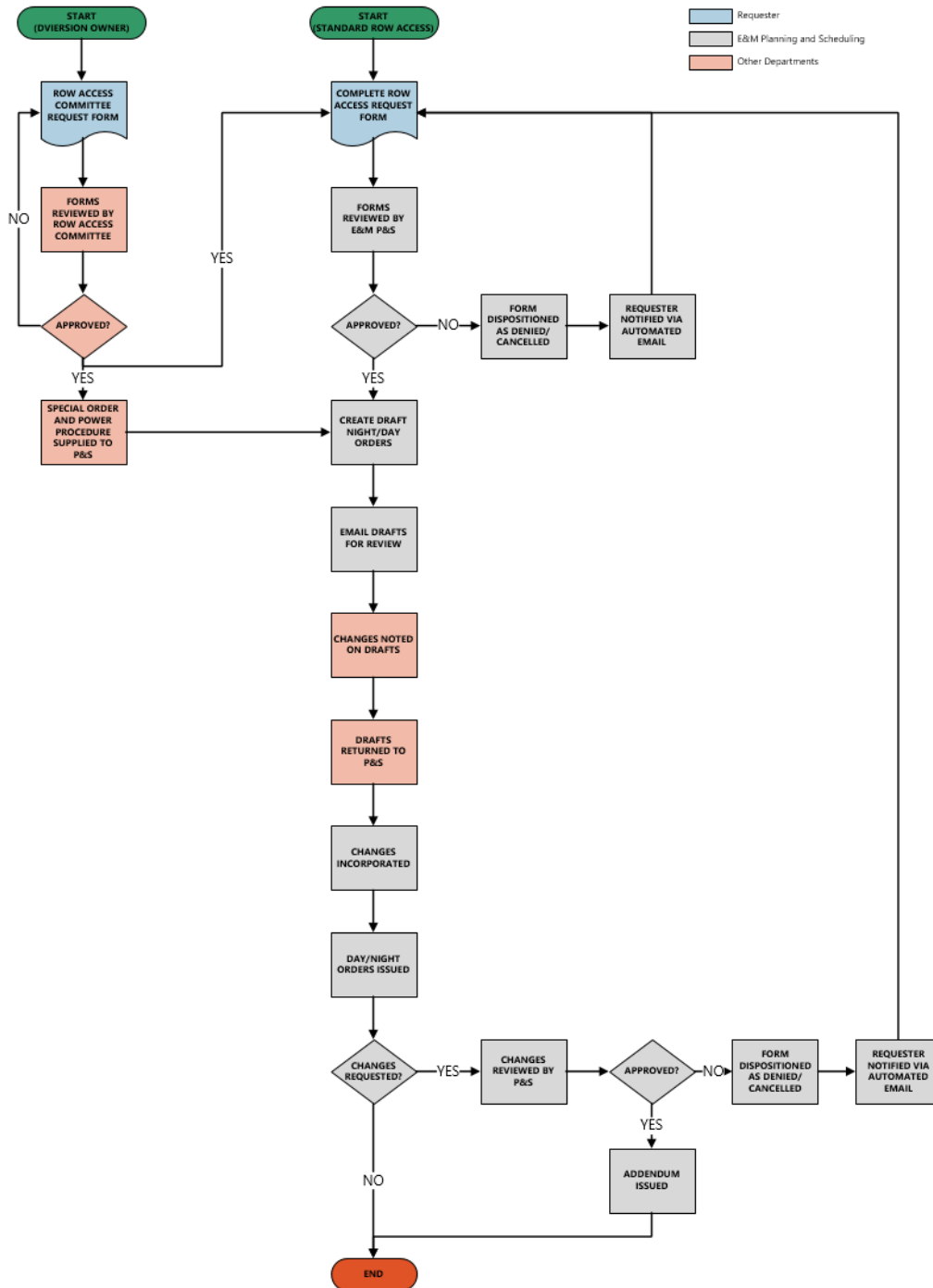




Exhibit F-17

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4.0 Procedure

- 4.1 All requests for ROW Access must be submitted to Planning and Scheduling by filling out the ROW Access Request Form located at the following link: <https://emcontracts.knack.com/row#start-page/>
- 4.1.1 For detailed instructions and deadlines for the ROW Access Request Form, reference EM-POL-006-SOP-01.
- 4.2 Prior to submitting a ROW Access Request Form, the requesting party should contact the applicable departments/individuals below to ensure that they have all necessary information to submit an accurate request:
- 4.2.1 **DIVERSIONS:** All requests for diversions must be submitted to the ROW Access Committee by filling out the current version of the ROW Access Committee Request Form.
- a) In addition to having an approved diversion through the ROW Access Committee, all requesters must also complete the ROW Access Request Form as detailed in step 4.1.
- 4.2.2 **WORK DURING REVENUE SERVICE HOURS:** For all contractors requesting access during revenue service hours, contact the appropriate construction coordinator. The construction coordinators will assist in facilitating a Flag Site Hazard Analysis to confirm the level of flag protection required for each job. A flag site hazard analysis MUST be performed and the level of flag protection must be approved by the construction coordinator PRIOR to submitting a ROW Access Request Form.
- 4.2.3 **HI-RAIL EQUIPMENT:** All hi-rail equipment must be inspected and approved by the MOW Engineering Department prior to entering the ROW. All hi-rail vehicles must be inspected and approved PRIOR to submitting a ROW Access Request Form.
- 4.2.4 **PIGGYBACK WORK:** For Piggyback work, work zone limits must be approved by the primary owner of the diversion PRIOR to submitting a ROW Access Request Form. Diversion/Piggyback work zone limits must be included in your request.
- 4.2.5 **BUS & TRACKLESS TROLLEY:** All requests for work on/adjacent to the MBTA busways must be pre-approved by Bus Operations. For all requests for bus ops/trackless trolley, contact the Bus Operations team.
- 4.2.6 **SUPPORT RESOURCES:** A function number (also known as work order number) is required for each resource being requested. A valid function number must be supplied at the time of request. Requester should reach out to Finance/Accounting to have a valid function number generated prior to submitting any requests for ROW Access.

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- 4.3 The E&M Planning and Scheduling Department will review all requests as they are received and disposition each request in the electronic system.
- 4.4 **Table 1** defines each form status used in the electronic system. The FINAL RESULT in the table below indicates the action that will be taken by the Planning and Scheduling Team when creating the Day and Night Orders. For example, all forms marked PRINTED or RECEIVED will be scheduled on the Day and Night Orders by the Planning and Scheduling Team.


STATUS	DEFINITION	FINAL RESULT
PENDING/PREAPPROVAL	The form has been submitted and is being stored in the system, but has not yet been reviewed by a Planning and Scheduling Coordinator.	SCHEDULED
PRINTED/RECEIVED	The form has been reviewed and received by the Planning and Scheduling team. In many cases, a physical copy of the form may be printed for records.	SCHEDULED
SCHEDULED	The request will be scheduled. This status is only used if a request was previously in another status such as denied and has now been moved to scheduled.	SCHEDULED
PARTIALLY SCHEDULED	This status indicates that there are multiple days requested, but only some of the days can be scheduled.	PARTIALLY SCHEDULED
SCHEDULED WITH CHANGES	This status indicates that a request has been scheduled, but changes have been made. For example, if the requester asked for flagging and power off, but due to resource constraints, flagging will be provided but power off is not available.	PARTIALLY SCHEDULED
ON HOLD	The form is missing critical information and cannot be scheduled until the proper information is provided	N/A
CANCELLED	The request has been cancelled (by contractor or due to unforeseen circumstances (weather, etc.)).	NOT SCHEDULED
DENIED	The request has been denied because resources are not available, there is a location conflict, or the form was incorrect/incomplete.	NOT SCHEDULED

- 4.5 The status of a form can be changed at any time by members of the Planning and Scheduling Team. Form submitters will receive an email each time their form's disposition is changed.
- 4.5.1 The STATUS of a form can be reviewed at any time by the requester on the "Review My Requests" page of the electronic system.

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- 4.6 Planning and Scheduling will organize work at least 48 hours in advance of the work start date and produce a draft of the Day/Night Orders for review.
- 4.7 The following parties will review the Day/Night Orders respectively:
- 4.7.1 Day Orders: All Planning and Scheduling Coordinators, Division Chief - Construction Logistics or designee, Director Maintenance Operations and Strategy
 - 4.7.2 Night Orders: Night Trackmaster, MOW Night Superintendent, Director of Maintenance Operations and Strategy. The Night Trackmaster will coordinate comments from Operation Control Center Supervisor and Power Dispatch each night.
- 4.8 All applicable parties (as listed above) will review the Day/Night Order drafts. All changes will be noted as comments in the drafts. Reviewers will comment on all items as assigned including, but not limited to items noted below:
- 4.8.1 Night Trackmaster (Night Orders): unforeseen safety concerns, management of flag personnel for scheduled work. The Night Trackmaster will be responsible for documenting all changes by reviewing parties.
 - 4.8.2 Power Dispatch (Night Orders): Confirm the correct number of power personnel are listed at the correct locations. Make necessary corrections.
 - 4.8.3 OCC Supervisor (Night Orders): Confirm the number of personnel, vehicles, equipment, etc. are within the acceptable safe working limits. Familiarize themselves with work scheduled for the upcoming days/nights.
 - 4.8.4 Division Chief - Construction Logistics (Day Orders): Confirm level of flag protection and verify work sites as necessary.
- 4.9 The drafts must be returned to Planning and Scheduling via email by 4AM on the morning following their issue date.
- 4.9.1 The Planning and Scheduling Coordinators review the drafts and respond to any questions/change requests.
 - a) If any further clarifications are required, the Planning and Scheduling Coordinators must contact the appropriate party to resolve any issues.
 - b) Any work that cannot be clarified prior to the issuing of the Day/Night Orders shall be cancelled. It is the requester's responsibility to respond to inquiries from Planning and Scheduling in a timely manner.
- 4.10 The Planning and Scheduling Coordinators will finalize the Day/Night Orders and issue the orders in a PDF file via email to the applicable distribution lists prior to 2:00PM on the day prior to work start.
- 4.10.1 Planning and Scheduling team shall be responsible for managing the distribution lists for the Day/Night Orders.

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4.11 All applicable staff must review the Day/Night Orders prior to commencing their work on the ROW.

4.12 After the Day/Night Orders are issued, any changes to the orders must be noted through an Addendum.

4.12.1 Changes will not be made except in cases of emergency. The following are acceptable reasons for an addendum:

- a) **Maintenance Emergency:** Any maintenance issue deemed an emergency by the applicable E&M area. Approval must be provided by E&M Department leadership for addendum to be issued.
- b) **Weather Related Emergency:** Any work plan changes due to severe weather. This includes, but is not limited to: cancellations of work due to severe weather, snow/cold trains, observation trains, or maintenance or capital requests required to mitigate a severe weather event.
- c) **Security Related Issues:** Any work changes as directed by T-Police or Security& Emergency Management to mitigate security related threats.
- d) **Cancellation:** Any cancellation by an internal/external work crew.
- e) **Scheduling Error:** Any error made on the orders that requires correction.

4.12.2 ROW Access Request Forms must be submitted for any additions to the Day/Night Orders. If a ROW Access Request Form cannot be completed due to an emergency, an email can also be used to confirm work at the discretion of the Planning and Scheduling Coordinators.

4.12.3 All late ROW Access Forms must be approved by an E&M Department Director or designee.

4.12.4 For all cancellations, requesters must contact Planning and Scheduling via phone or email (depending on timeframe) with dates of cancellations and reason for cancellation.


- a) Request cancellations WILL NOT result in additions of other requests to the Day/Night Orders. Resources WILL NOT be reallocated, so requesters should make every effort to schedule accurately and avoid cancellations.

4.12.5 Addendums will be issued in a PDF file via email to the same Day/Night Order distribution lists respectively.

4.13 Any changes to the plan published in the Day/Night Orders that happens “in the moment” due to emerging issues shall only be allowed if approved/authorized by the OCC Dispatcher/Supervisor.

4.14 The OCC Dispatcher/supervisor on duty will have final jurisdiction over all ROW activities.

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5.0 Related Documents and Other Resources

Description	Code, Standard, Reference, Specification	Revision # (if applicable)
MBTA Right of Way (ROW) Safety Rulebook		Current Issue
SOP for Completing the Right of Way Access Request Form	EM-POL-006-SOP-001	Current Issue
SOP for Completing the E&M Support Request Form	EM-POL-006-SOP-002	Current Issue

Exhibit F-22


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6.0 Glossary

Term	Definition
ROW	Right of Way. See ROW Rulebook for Definition
Right of Way Access Request Form	A form submitted to request to for work to be listed on the applicable Day or Night Orders.
Right of Way Access Committee Request Form	A form submitted to request a diversion through the ROW Access Committee.
Day Orders	See ROW Rulebook for Definition
Night Orders	See ROW Rulebook for Definition
Addendum	A published change to the Day or Night Orders
Revenue Hours	Revenue hours are defined as any time when service is running which is generally considered 5AM – 12AM (midnight)
Non-Revenue Hours	Non-Revenue hours are defined at the time period when service is not running which is generally considered 12AM -5AM
Diversion	Diversion refers to a time period where revenue service is interrupted to allow for construction or maintenance activities to take place.
Diversion Piggyback Work	This refers to work done in a diversion area by departments/contractors other than the primary diversion owner.
OCC	Operations Control Center
E&M	Engineering and Maintenance
MOW	Maintenance Of Way, Engineering and Maintenance
PSM	Power System Maintenance, Engineering and Maintenance
SCM	Signals and Communications Maintenance, Engineering and Maintenance
TFM	Transit Facilities Maintenance, Engineering and Maintenance
Night Trackmaster	See ROW Rulebook for Definition
Planning and Scheduling Coordinators	See ROW Rulebook for Definition
PD	Power Dispatchers - PSM employees responsible for coordination all power personnel and activities related to power on the ROW.
Supervisor of Transportation/Construction (Construction Coordinator)	Transportation/Construction Supervisors are responsible for interfacing between OCC, Rail Operations, MBTA Safety, Capital Programs and Contractors to ensure that all capital work is completed safely. Responsibilities include: job/flag site hazard analysis for day order flagging, determining level of flag protection, number of flag persons required, and diversion implementation and cancelation

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7.0 Primary Distribution List

Name	Title	Signature required for enacting the SOP? (Y/N)
Joseph Cheever	Senior Director of Engineering and Maintenance	Y
William Charrette	Director of Power Systems Maintenance	Y
Joseph McNall	Director of Signals and Communications	Y
Andrew Hall	Director of Transit Facilities Maintenance	Y
Joe Gushue	Director of Maintenance of Way	Y
Megan Chann	Director Maintenance Operations and Strategy	Y
Elizabeth Golding	Director of Training	N
Aisheea Isidor	AGM of OCC & Ops Training	Y
Tom Crowley	Division Chief Construction Logistics	Y
Todd Johnson	Chief Operating Officer	N
Andrea Gordon	AGM of Railroad Operations	N
Katie Choe	Chief of Capital Delivery	N
	MOW Deputy Director, Superintendents, Supervisors, General Forepersons, Forepersons and Managers	N
	TFM Deputy Directors, Supervisors, General Forepersons and Forepersons and Managers	N
	PSM Deputy Director, Superintendents, Supervisors, General Forepersons and Forepersons and Managers	N
	Signals and Communications Deputy Directors, Supervisors, Inspectors and Forepersons and Managers	N
	Capital Delivery Project Managers and Resident Engineers	N
	Division Chiefs of Railroad Operations	N
	All Applicable Contractors	N

8.0 Revision History

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Revision	Date	Revision History
01	5/1/2021	Updated to reflect electronic form submission process. This document replaces and supersedes the following SOPs: <ul style="list-style-type: none"> EM-SOP 2014-01.00 SOP for Planning and Scheduling Work on the Right of Way During Revenue Hours EM-SOP 2012-08.01 SOP for Planning and Scheduling Work on the Right of Way During Non Revenue Hours

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Engineering & Maintenance

Standard Operating Procedure for Completing the Right of Way Access Request Form


Document No. EM-POL-006-SOP-001

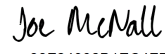



Revision 1
12/30/2020


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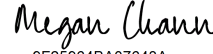
The Standard Operating Procedure for Completing the Right of Way Access Request Form composed within this document has been reviewed and authorized for use by:

DocuSigned by:

C4F78B505FD34FB...
Andrew Hall
Director, TFM


DocuSigned by:

33F24002B1EC4FF...
Joseph McNall
Director, SCM

DocuSigned by:

42A798B386FA4C1...
William Charrette
Director, PSM

DocuSigned by:

63F69A647C3C432...
Joseph Gushue
Director, MOW

DocuSigned by:

9F25964BA07643A...
Megan Chann
Director, Maintenance Ops & Strategy

The commencement date for this Standard Operating Procedure shall be: 12/1/2020

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1.0 Purpose

- 1.1 The purpose of this document is to establish the procedure for filling out a Right of Way (ROW) Access Request Form.

2.0 Scope

- 2.1 This procedure applies to all MBTA employees and contractors responsible for submitting ROW Access Request Forms in order to have their work activities listed on the applicable Day Orders or Night Orders.


A separate ROW Access Request Form is required for each job to be listed on the Day Orders or Night Orders.

A job is defined is a work package that:

- Utilizes the same work crew and resources
- Takes place at the same location and during the same time period
- Occurs consecutively (over the course of one or multiple consecutive days) to achieve a single goal

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3.0 Deadlines

- 3.1 ROW Access Request Forms must be submitted in compliance with the deadlines outlined in TABLE 1.

TABLE 1: ROW Access Request Form Deadlines		
Time Period	Requester	Deadline*
Revenue, Non-Revenue	External to E&M**	10 AM, 5 days prior to work start
	E&M (MOW, SCM, TFM, PSM)	10 AM, 2 business days prior to work start
Diversion, Piggyback Work	ALL	10 AM, 2 business days prior to work start
<p>*NOTE: MBTA Holidays may affect deadlines. Changes in deadlines due to holidays will be posted on https://emcontracts.knack.com/row#start-page/ at least 7 days prior to the holiday.</p> <p>**All requesters who are not Maintenance of Way (MOW), Signals and Communications (SCM), Power Systems Maintenance (PSM), Transit Facilities Maintenance (TFM) are considered external to E&M.</p>		

- 3.2 Requests submitted after the deadlines outlined above will not be accepted without a written exception from an E&M Department Director.

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TABLE 2: Deadlines for External Requesters		
Request Deadline – 10 AM	Night Orders Published Day Orders Published	Work Start 12:01 AM Work Start 5:00 AM
		
Date/Time Due	Non-Revenue Work Start	Revenue Work Start
Monday 10:00AM	Saturday 12:01AM	Saturday 5:00AM
Tuesday 10:00AM	Sunday 12:01AM	Sunday 5:00AM
Wednesday 10:00AM	Monday 12:01AM	Monday 5:00AM
Thursday 10:00AM	Tuesday 12:01AM	Tuesday 5:00AM
Friday 10:00AM	Wednesday 12:01AM	Wednesday 5:00AM
Saturday 10:00 AM	Thursday 12:01AM	Thursday 5:00AM
Sunday 10:00 AM	Friday 12:01AM	Friday 5:00AM

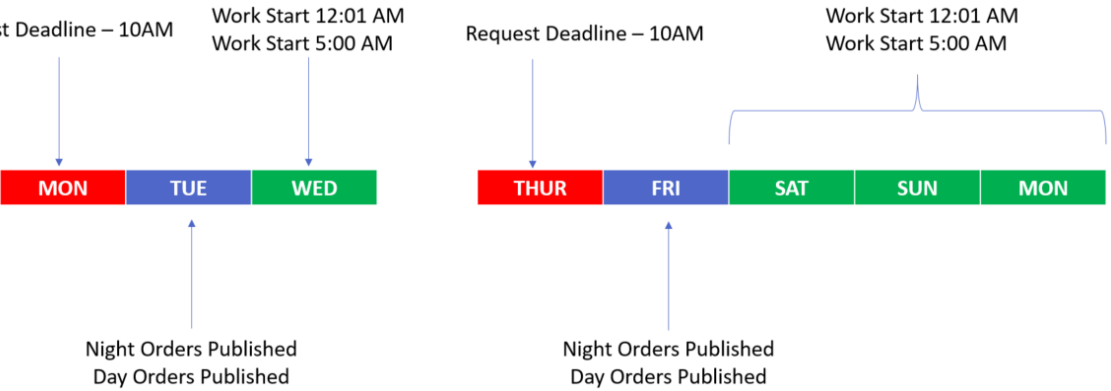

TABLE 3: Deadlines for E&M Requesters & Diversion/Piggyback Work			
Request Deadline – 10AM	Work Start 12:01 AM Work Start 5:00 AM	Request Deadline – 10AM	Work Start 12:01 AM Work Start 5:00 AM
			
Date/Time Due	Non-Revenue Work Start	Revenue Work Start	
Monday 10:00AM	Wednesday 12:01AM	Wednesday 5:00AM	
Tuesday 10:00AM	Thursday 12:01AM	Thursday 5:00AM	
Wednesday 10:00AM	Friday 12:01AM	Friday 5:00AM	
Thursday 10:00AM	Saturday/Sunday/Monday 12:01AM	Saturday/Sunday/Monday 5:00AM	
Friday 10:00AM	Tuesday 12:01AM	Tuesday 5:00AM	

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4.0 Procedure: Submitting a ROW Access Request Form

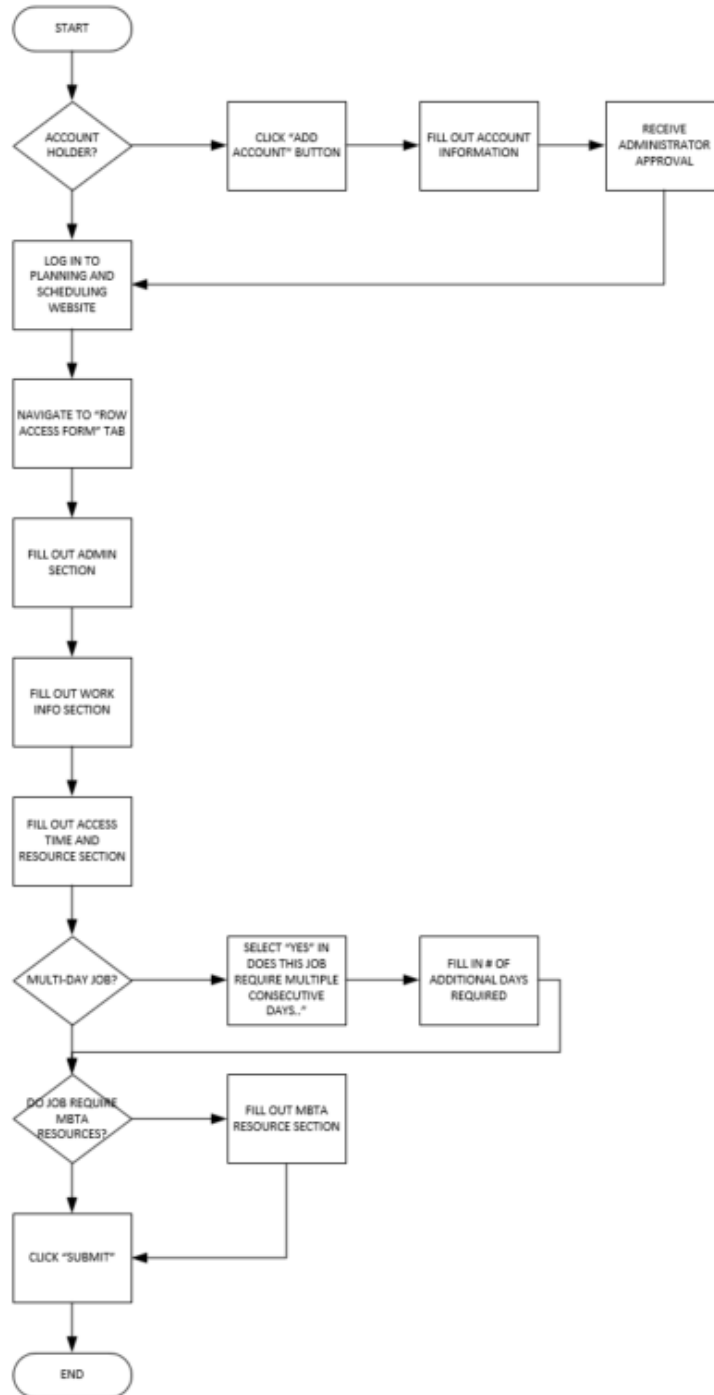



FIGURE 1: Procedure for submitting a ROW Access Request Form

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5.0 Procedure: Submitting a ROW Access Request Form

- 5.1 Navigate to the Planning and Scheduling home page by clicking on the following link:
<https://emcontracts.knack.com/row#start-page/>
- 5.2 Login to the system using your email and password as shown in **FIGURE 2**.
 - 5.2.1 To create a new account, click on the **Add Account** button and fill out the account information form.
 - 5.2.2 The site administrator will review and approve accounts within 48 hours of receiving each account request.
 - 5.2.3 Users will receive an automated email with account information after their account have been approved.

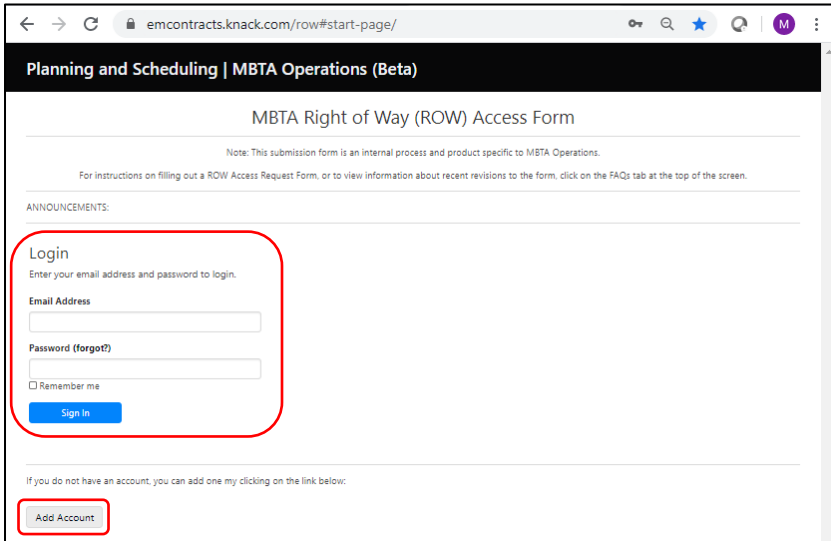


FIGURE 2: Planning and Scheduling Home Page

- 5.3 Click on the ROW Access Form tab at the top of the page as shown in **FIGURE 3**.

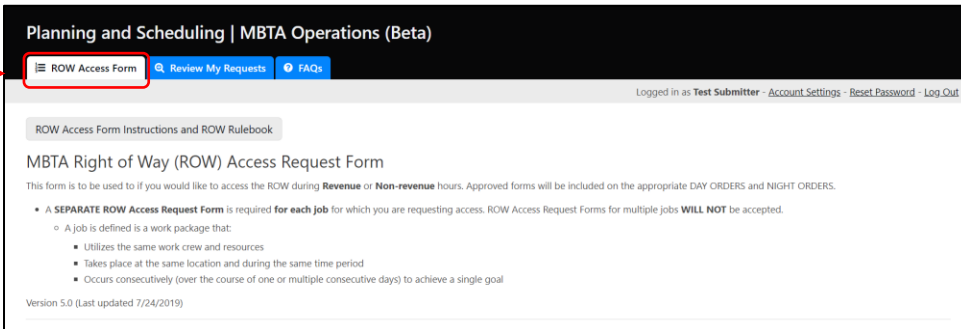



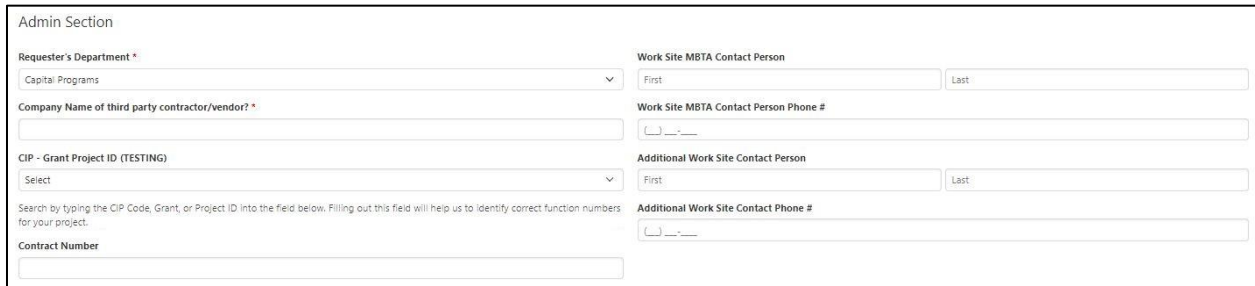
FIGURE 3: ROW Access Request Form Tab

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Admin Section

The admin section contains the requester's contact information as well as the information for the work-site contact person.

5.4 Fill out all fields in the **Admin Section** as shown in **FIGURE 4**. Field definitions can be found in **TABLE 4**.



The screenshot shows a web form titled "Admin Section". It contains several input fields and dropdown menus:


- Requester's Department ***: A dropdown menu with "Capital Programs" selected.
- Company Name of third party contractor/vendor? ***: A text input field.
- CIP - Grant Project ID (TESTING)**: A dropdown menu with "Select" selected.
- Contract Number**: A text input field.
- Work Site MBTA Contact Person**: Two text input fields for "First" and "Last" names.
- Work Site MBTA Contact Person Phone #**: A text input field with a phone number format mask () - _ - _.
- Additional Work Site Contact Person**: Two text input fields for "First" and "Last" names.
- Additional Work Site Contact Phone #**: A text input field with a phone number format mask () - _ - _.

Below the "CIP - Grant Project ID" dropdown, there is a small text box with the instruction: "Search by typing the CIP Code, Grant, or Project ID into the field below. Filling out this field will help us to identify correct function numbers for your project."

FIGURE 4: Admin Section

TABLE 4: Admin Section Fields	
Field	Definition/Instructions
Who is the requester?	Select the requesting department. This should be the department responsible for performing the work on the ROW.
Name of third party contractor/vendor?	Fill in the company name of the third party contractor who will be performing the work.
CIP – Grant Project ID	Select the applicable CIP code, Grant, and Project ID assigned to this project. This information will determine the correct function numbers (force account work orders) for any resources required to support the request.
Contract Number	Fill in the contract number for the third party contractor who will be performing the work if applicable.
Work Site MBTA Contact Person	Name of MBTA employee who will be the primary on-site contact during the job. If an MBTA employee is not the primary contact (contractor request), the MBTA resident engineer or project manager should be listed.
Work Site MBTA Contact Person Phone #	Phone # of MBTA contact person.
Additional Work Site Contact Person	If the primary contact person for a request is not an MBTA employee, use this field to enter the work site contact person information. This person MUST be ON-SITE and will be the primary contact while the job is being completed.
Additional Work Site Contact Phone #	Phone # of additional work site contact person.

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Work Info Section

The Work Info Section contains basic information for the ROW access request including the location for the access request, equipment required for the job, and the scope of work.

- 5.5 Fill out the **Work Info Section** as shown in **FIGURE 5**. Field definitions can be found in **TABLE 5**.

Work Info Section

<p>Line Access Requested *</p> <input type="text" value="Green Line"/>	<p>Type of work crew *</p> <input type="text" value="Both on foot and equipment based"/>	<p>Work Zone Start Location *</p> <input type="text"/>
<p>Cardinal direction (E/W) *</p> <input type="text" value="Both"/>	<p>Required equipment *</p> <input type="text" value="Select"/> <p><small>➊ Add a new option Select equipment from list. Add equipment if more than one is required or if equipment is not shown on list.</small></p> <p># of workers on foot *</p> <input type="text"/> <p>Total personnel in work crew *</p> <input type="text"/>	<p>Work Zone End Location *</p> <input type="text"/> <p>Summary of Work *</p> <p><small>Provide description of work to be completed as well as more specific location information (on platform only, pits only, etc.) for your request. If you requested a flagperson, indicate the meeting location here.</small></p> <div style="border: 1px solid gray; height: 60px; width: 100%;"></div>

FIGURE 5: Work Info Section

TABLE 5: Work Info Section Fields	
Field	Definition/Instructions
Line Access Requested	Select the appropriate line for the job requested. (Blue, Orange, Red, Green, Silver, Mattapan, Trackless Trolley) <ul style="list-style-type: none"> Indicate the appropriate direction (N/S/E/W or both) or route in the additional fields.



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TABLE 5: Work Info Section Fields	
Field	Definition/Instructions
Type of work crew	<p>Select the option that best describes the type of crew that will be completing the job.</p> <p>On foot: Select this option if everyone in the crew will be on foot</p> <ul style="list-style-type: none"> • Indicate the # of workers on foot <p>Equipment Based: Select this option if the entire crew will be on one or more pieces of equipment.</p> <ul style="list-style-type: none"> • Add all equipment required for the job (MBTA and Non-MBTA equipment). • Indicate the # of workers who will be operating the equipment as part of the job crew. <p>Both on foot and equipment based: Select this option if the crew is a combination of foot crews and equipment.</p> <ul style="list-style-type: none"> • Indicate required equipment and personnel as detailed above. <p>NOTE: All Equipment must be inspected by MBTA MOW Department PRIOR to accessing the MBTA ROW and must display a valid inspection sticker.</p>
Starting Work Location	<p>Indicate the start location for work as a station, truck pad, or ROW landmark.</p> <p>NOTE: All locations must be specified based on a location along the MBTA ROW. Street addresses will not be accepted.</p>
Ending Work Location	<p>Indicate the start location for work as a station, truck pad, or ROW landmark.</p> <p>NOTE: All locations must be specified based on a location along the MBTA ROW. Street addresses will not be accepted.</p>
Summary of Work	<p>Provide a detailed summary of the work being done.</p> <ul style="list-style-type: none"> • Include as much detail as possible in this section to assist in accurately scheduling the request. A summary of work should include, but is not limited to: <ul style="list-style-type: none"> ○ Additional definition of work zone location (in pits, on platforms, lobby, etc.) ○ Flagperson meeting location ○ Further description of any equipment or tools that the crew will be using to complete work. ○ Scope of work (duration, sequencing, work description, etc.) ○ Notes regarding coordination including indicating if the request is to be in conjunction with an already existing requests, was previously approved or coordinated with E&M/Transportation/Capital, etc.

Exhibit F-35

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Access Time and Resource Section

The Access Time and Resource Section includes all relevant information about the timeframe for the request, the level of protection applicable to the job, and resources required for the request.

5.7 Fill out the **Access Time and Resource Section** as shown in **FIGURE 6**. All fields in this section are required. Field definitions can be found in **TABLE 6**.

Access Time and Resource Section

<p>Time period of access *</p> <p>Revenue + Non-revenue <input type="text"/></p> <p><small>Revenue + Non-revenue should only be selected if your job starts during revenue hours and continues through non-revenue hours.</small></p> <p>Date Requested and Start Time *</p> <p>12/15/2020 <input type="text"/> 12:30am <input type="text"/></p> <p><small>If you selected revenue + non-revenue you should enter the revenue request date for this field.</small></p> <p>Time Access Complete *</p> <p>12:45am <input type="text"/></p> <p>Does this job require multiple consecutive days to complete?</p> <p>Yes <input type="text"/></p> <p>Beyond the date requested, how many ADDITIONAL consecutive days do you need?</p> <p><input type="text"/></p> <p><small>Please note, this question asks for how many ADDITIONAL days you are requesting. EX: If you need a total of 2 days, the Date Requested field indicates the first day, so you should ENTER 1 in this field.</small></p>	<p>Flag person?</p> <p>Yes <input type="text"/></p> <p>Revenue Flag Function # *</p> <p><input type="text"/></p> <p>Non-Revenue Flag Function # *</p> <p><input type="text"/></p> <p>Level of Flagging Protection *</p> <p>Select... <input type="text"/></p> <p><small>Level 2, Level 3, and Special Order protection requires prior approval from a construction coordinator. If you do not know what level of flagging protection applies to your job contact your construction coordinator PRIOR to submitting this form.</small></p> <p>Qty of Flagpersons Required *</p> <p><input type="text"/></p>	<p>Power off?</p> <p>Yes <input type="text"/></p> <p><small>Select "Yes" if you require catenary or third rail power off. Power off requests can only be executed during non-revenue hours.</small></p> <p>Power person function # *</p> <p><input type="text"/></p> <p>Exhaust Fans required?</p> <p>No <input type="text"/></p>
--	---	--

FIGURE 6: Access Time and Resource Section

TABLE 6: Access time and Resource Section Fields	
Field	Definition/Instructions
Time period of access	<p>Select the time period for the request. All times are approximate and are subject to change based on MBTA service schedules.</p> <ul style="list-style-type: none"> • Revenue (~5AM- 12AM): This time period indicates that the job will take place during revenue service hours • Non-Revenue (~12:01AM – 5AM): This time period indicates that the job will take place after revenue service has ended. • Revenue + Non-Revenue (~9PM – 5AM): This time period indicates that work begins during Revenue hours and then continues into Non-Revenue hours. <ul style="list-style-type: none"> ○ Note: Power will only be turned off during Non-Revenue (If the requester needs power off during revenue hours, this must be explicitly stated in the summary of work)


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TABLE 6: Access time and Resource Section Fields	
Field	Definition/Instructions
	<ul style="list-style-type: none"> • Diversion: This time period indicates that work will be completed within time period and location limits of an APPROVED DIVERSION. <ul style="list-style-type: none"> ○ All requests that are marked as Diversion must be approved by MBTA construction coordinators PRIOR to submission. ○ Diversions are approved by the ROW Access Committee and are indicated on the Day/Night Orders using a Special Order.
Date Requested and Start Time	Select the start date and time for the request. If the job spans multiple days, enter the first date requested (for Revenue + Non-Revenue requests, select the REVENUE DATE as the date requested.).
Does this job require multiple consecutive days to complete?	If the job will take more than one day to complete, select "Yes."
Beyond the date requested, how many additional consecutive days do you need?	Enter the number of ADDITIONAL CONSECUTIVE DAYS needed to complete the job. <ul style="list-style-type: none"> • A multi-day request can only be submitted if the job utilizes the same work crew and resources in the same location for the entire duration of the request. If this is not the case, separate requests must be submitted.
Time Access Complete	Select the time access will end for the job.
Flag person?	Select "Yes" if the job requires the MBTA to provide flagging support.
Revenue/Non-Revenue Flag Function #	Indicate the 6 digit function number for flagging support. A valid function number MUST be provided at the time of request in order for the request to be approved <ul style="list-style-type: none"> • Separate function numbers must be provided for Revenue/Non-Revenue hours as these services are generally provided by different departments.
Area designation (Flag)	If applicable, provide a charge area for flagperson support.
Level of Flagging Protection	For requests to access the ROW during revenue service, this field indicates the level of protection required for the worksite per the MBTA ROW Rulebook. <ul style="list-style-type: none"> • All levels of flag protections must be approved by MBTA Construction Coordinators PRIOR to submission.
Qty of Flagpersons Required	This field indicates the number of flagpersons requested for the job. <ul style="list-style-type: none"> • This number MUST COMPLY with the level of flagging protection selected in the previous field.

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TABLE 6: Access time and Resource Section Fields	
Field	Definition/Instructions
Power off?	Select "Yes" if the job requires power to be off for work to be completed.
Power person function #	Indicate the 6 digit function number for power support. A valid function number MUST be provided at the time of request in order for the request to be approved.
Area designation (Power)	If applicable, provide a charge area for power support.
Exhaust Fans required?	Select "Yes" if the job will require the exhaust fan system within the work zone to be turned on while the job is being completed.

Exhibit F-38

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MBTA Resource Section

The MBTA Resource Section contains information about any additional resources needed to complete the job listed on the request. A valid function number and area must be provided for all resources selected. If no function number is provided, the request will be rejected.

5.8 Fill out the **MBTA Resource Section** as shown in **FIGURE 7**. Field definitions can be found in **TABLE 7**.

MBTA Resource Section

Burner? <input type="text" value="No"/>	Equipment operator? <input type="text" value="No"/>	MOW Engineer? <input type="text" value="No"/>
Carpenters? <input type="text" value="No"/>	Machinist? <input type="text" value="No"/>	Signals maintainer? <input type="text" value="No"/>
Electrician? <input type="text" value="No"/>	Motorperson? <input type="text" value="No"/>	System-wide welders? <input type="text" value="No"/>
	MBTA police detail? <input type="text" value="No"/>	Elevator Technician? <input type="text" value="No"/>


Submit

5.8

FIGURE 7: Work Resource Section

TABLE 7: MBTA Resource Section Fields	
Field	Definition/Instructions
Resource Title	Select "Yes" for each resource required to complete the job: Burner, Carpenter, Electrician, Equipment Operator, Machinist, MBTA Motorperson, MBTA Police Detail, MOW Engineer, Signal Maintainer, System-Wide Welder
Resource Quantity	Indicate the number of people needed in each resource class.
Resource function #	Indicate the 6 digit function number for support. A valid function number MUST be provided at the time of request in order for the request to be approved.
Area designation (Resource)	If applicable, provide a charge area for the support resources.

Exhibit F-39

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Submit

After submitting a request, users can view and print their requests. Users will be notified via email as their requests are dispositioned. Users can view their previously submitted requests at any time by clicking on the “Review My Requests” tab at the top of the application.

- 5.9 Click the **Submit** button as shown in **FIGURE 7**.
- 5.10 The requester will receive an email confirming that the ROW Access Request Form has been received. If applicable, Construction Coordinators and appropriate E&M personnel will receive email notification.
- 5.11 After clicking the submit button, the requester will be able to review their request as shown in **FIGURE 8**.
- 5.12 To print a request, click on the **Print** button in the upper right hand corner.


FIGURE 8: ROW Access Form Detail Screen

- 5.13 Requesters should review the day and night orders each day to confirm whether their request has been scheduled.
- 5.14 Contact planning and scheduling (phone number below) with questions about the status of existing requests. If you would like to confirm your scheduled time/resources on the day/night of your request, you can contact the Night Trackmaster (phone number below) or the appropriate line dispatcher.

Planning and Scheduling: 617-222-5419 (6AM – 2PM)

Night Trackmaster: 617-222-2147 (6PM – 2AM)

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6.0 Primary Distribution List

<i>Name</i>	<i>Title</i>	<i>Signature required to enact? (Y/N)</i>
Joe Cheever	Senior Director, Engineering and Maintenance	N
Megan Chann	Director, Maintenance Operations & Strategy	Y
Joe McNall	Director, SCM	Y
Joe Buonopane	Deputy Director, SCM	N
Joe Gushue	Director, MOW	Y
Bill Charrette	Director, PSM	Y
Brian Phillips	Deputy Director, PSM	N
Andrew Hall	Director, TFM	Y
Jack Gauthier	Deputy Director, TFM	N
Tom Crowley	Supervisor Transportation/Construction, Heavy Rail Operations	N
All Planning and Scheduling Coordinators		N
All Applicable Capital Programs Project Managers		N
All Applicable Contractors		N
All E&M Personnel		N

7.0 Revision History

<i>Revision</i>	<i>Date</i>	<i>Revision History</i>
00	1/29/2020	Original Issue
01	12/30/2020	Updated deadlines for external requesters. Updated images and field descriptions to reflect form improvements and updates.

Exhibit F-41

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Exhibit G

Provisions Applicable to Inception Period

Notwithstanding any provision of the Lease to the contrary, the Parties agree as follows:

Inception Period: There shall be an Inception Period of two (2) years that shall begin on the date the Community Path is open to the public, for each Party to further clarify its rights and obligations with respect to the maintenance and operation of the Community Path on the New Premises. During the Inception Period, the responsibility for maintenance of the New Premises shall be subject to the provisions of Exhibit G. In the event of a conflict between the provisions of the Lease and the terms of Exhibit G, the provisions of Exhibit G shall control.

Definition of New Premises: Exhibits B and C shall be revised as mutually agreed by the Parties to exclude portions of the New Premises that the Parties determine are too close to the Transit Way to be feasibly and safely maintained by the City. The Parties agree that in general the City's maintenance responsibilities include the portion of the New Premises comprised of the 10-12- foot corridor comprised of the Community Path and those areas immediately adjacent to the Community Path. The MBTA agrees to reasonably cooperate and to work with the City and the City of Cambridge regarding any issues that arise with respect to the maintenance of or access to the portion of the Premises located in Cambridge.

Planting Plan: The City and the MBTA shall work cooperatively to facilitate the development of a Planting Plan for the New Premises. The Parties agree that, wherever practical, the Parties will endeavor to provide green space by means of low-level plantings; provided, however, that plantings do not risk fouling the Transit Way. Such Planting Plan shall be subject to the final written approval of the MBTA.

Location of Fencing: The Parties have determined that existing fencing does not coincide with the property line for the New Premises in some key locations on the Community Path. Subject to agreement between the Parties, the MBTA agrees to pursue existing remedies under its construction contract to move the location of fences installed by the MBTA's Contractor ("Construction Contractor") to coincide with the New Premises, where appropriate. The Parties shall revise Exhibit B by mutual agreement to clearly delineate the respective areas each Party will be responsible for maintenance and to remove areas from the definition of the New Premises, irrespective of the fence location or property line, to facilitate maintenance.

Slopes: Certain slopes, some of which have been identified by the Parties, have not had sufficient time for the plantings to establish and consequently may require further seeding, grading and/or treatment in order for the City to be able to perform its maintenance responsibilities. The MBTA agrees to exercise its rights under the Construction Contract to have any slope that fails to meet the MBTA's requirements re-seeded and/or re-graded to the mutual satisfaction of the Parties. The Parties agree that, wherever practical, the preference for slopes will be to preserve green space by means of seeding or low-level plantings that the City can feasibly maintain, as mutually agreed by the Parties.

Drainage/Unauthorized Drain Pipes: The City has identified the areas listed on the “Drainage/Encroachment Chart” below where drain spouts installed by third parties protrude and empty on or near the Community Path (“Encroachment Drain Pipes”). From and after the Effective Date, the City will monitor the flow of water from Encroachment Drain Pipes onto the Community Path. The Parties agree to cooperate in efforts to address drainage that interferes with the use or maintenance of the Community Path.

Viaduct Maintenance: In addition, the Viaduct maintenance requirements as stated in Paragraph 11 of Exhibit C will be finalized as mutually agreed by the Parties to clarify the requirements for maintaining the surface area of the Viaduct and maintenance of lighting based on the Parties’ on-site assessment of the feasibility of maintaining the lighting on the Viaduct.

During the Inception Period the following provisions of the Lease shall be modified to facilitate compliance with the Parties’ respective maintenance obligations as noted below.

Section 2.1(c): Street Furniture

During the Inception Period, the City and the MBTA shall work cooperatively to facilitate the placement of street furniture, at the City’s expense, within the New Premises adjacent to the Community Path, including but not limited to, benches, all subject to the final written approval of the MBTA.

Section 2.3: Acceptance of the Community Path

During the Inception Period, the Parties acknowledge that the City’s acceptance of the construction of the Community Path is subject to completion of the “work-off list” of items that remain to be addressed by the Construction Contractor prior to opening of the Community Path to the public and a “completion list” of items that are required but can be completed after the opening the Community Path. The Parties agree to work diligently and expeditiously to address all work off and completion list items and any additional areas identified by the City that are more appropriate for maintenance by the MBTA and to incorporate all modifications into a Lease Amendment and/or modifications to Lease Exhibits, as appropriate, prior to the end of the Inception Period.

Section 4: Condition of the New Premises

During the Inception Period, the City’s acceptance of the condition of the New Premises is conditioned on MBTA’s agreement to avail itself of the benefit of any warranty it may have for those portions of the Community Path identified by the City as areas of concern. Such areas shall be addressed expeditiously upon notice to the MBTA’s Authorized Representative. Notice can be verbal if made during a scheduled meeting between the Parties’ Authorized Representatives, or via email to same, with a copy to MBTA as required by Section 16 of the Lease.

Section 6: Indemnification and Insurance

Section 6.1(b) Release. During the Inception Period, the Parties agree that the City's obligations to indemnify and release the MBTA from liability shall exclude liability for sections deemed to be outside the Premises as part of the corrections to the New Premises agreed to by the Parties consistent with this Exhibit G.

Section 18: Authorized Representatives

During the Inception Period the Authorized Representatives of the Parties or their respective designees shall strive to meet once each month or at such other shorter or longer intervals as they may determine to be appropriate to discuss on-going concerns with the condition and/or operation of the Community Path.