

MEMORANDUM OF UNDERSTANDING
SQUANNICOOK GREENWAYS, INC. (SGI) AND
MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE (DFW)

January 25, 2019

Be it known by these presents that:

SQUANNICOOK GREENWAYS, INC. (SGI) AND MASSACHUSETTS DIVISION OF
FISHERIES AND WILDLIFE (The Commonwealth)

Based on mutual consideration and in an effort to cooperatively enhance the public use of certain land in Groton, Massachusetts known as the Bertozzi parking area, which is owned and operated by the Commonwealth of Massachusetts in the care and control of the Division of Fisheries and Wildlife, 1 Rabbitt Hill, Westborough MA 01581 and which abuts the proposed Squannacook Rail Trail which is owned by the MBTA and subject to a Lease Agreement with SGI, Inc. of 88 South Harbor Road, Townsend, MA 01469 the above Parties hereby enter into this MEMORANDUM OF UNDERSTANDING:

WHEREAS the Bertozzi parking area was purchased by the Commonwealth in 1977 for the purpose of providing parking to users of the Squannacook River Wildlife Management Area; AND

WHEREAS the MBTA Lease Agreement provides SGI a 99-year lease to develop a recreational use trail within the rail corridor allowing public access to that corridor subject to the terms of the Lease Agreement; AND

WHEREAS, the proximate location of the proposed recreational use trail to the Bertozzi parking area creates the potential for over-burdening the Bertozzi parking area such that the Parties hereto wish to work together to ensure that users of the Squannacook River WMA and rail trail have safe and adequate parking.

Now Therefore, Parties agree to the following:

1) SGI agrees to construct up to 11 parking spaces at the "fisherman's parking lot" located in Townsend to mitigate parking pressure at the Bertozzi parking area.

2) SGI and the Commonwealth agree to meet one year from the date of completion of rail trail construction to assess the adequacy of parking at Bertozzi for all intended users, and then as needed.


3) As the owner of Bertozzi parking area, the Commonwealth may in its sole discretion, install parking controls such as signage, gates, and surface improvements.

4) In the event the Parties agree that additional parking is advisable, SGI is prepared to add additional parking within the rail corridor as needed.

5) SGI understands that the Commonwealth may desire to pursue forest management activity which would require crossing the rail trail with mechanized equipment. The Parties agree that consultation and coordination between the Parties shall take place beforehand in order to protect the SGI trail surface.

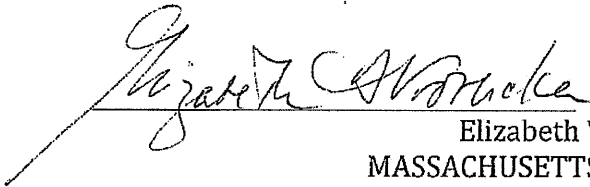
6) SGI agrees not to advertise or publicize the location of the Bertozzi parking area on any website or print publication related to the rail trail.

Signed this 30 day of January, 2019



Stephen M. Meehan, On behalf of SQUANNICOOK GREENWAYS, INC. (SGI)

Signed this 30 day of JANUARY, 2019



Elizabeth Wroblicka, Chief Wildlife Lands, On behalf of
MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE