

Appendix B – Existing Licensing Letter Template

Preface – The following is an example letter template used for issuing licenses for the use and occupancy of Project lands under current policies and procedures. The template is provided here as an example of the terms under which current licensees are operating. Under the Shoreline Management Plan, this template will be replaced by a formal application form for registering existing uses and licensing new proposed uses. Some of the terms and conditions noted below, including the listed insurance requirements will be modified to reflect new SMP policies and procedures.



**Northeast
Generation
Services**

The Northeast Utilities
System

143 West St. Ext. -
Suite E
New Milford, CT. 06776

Tel: 860-354-8840
Fax: 860-355-6505

You must consult with town regulatory agencies and obtain all necessary permits or waivers PRIOR to returning this license for final approval.

_____, 2006

Re: License for Use of Property
Adjacent to

Dear Mr.:

In response to your request, Northeast Generating Company (NGC) agrees to permit your use of its above-referenced parcel of land ("Property"), subject to your consent to the following terms:

NO TRANSFER OR RECORDING

1. This License is personal and may not be assigned, transferred or recorded.

TERM

2. This License shall begin on the date of final approval and continue from year to year, unless sooner terminated.

TERMINATION

3. We reserve the right to terminate this License upon 10 days written notice to you. If you desire to terminate the License, you must provide at least 10 days written notice to this Company.
4. Upon termination you must restore the Property to a condition satisfactory to this Company, and remove all your personal property and structures from the Property. Any of your property

or structures remaining on the Property after the effective date of termination shall be disposed of by this Company without liability to you for damages. You must reimburse this Company for the expenses of such disposal within thirty (30) days from the date we deliver to you our notice of such expenses.

5. The termination of this License shall not alter or end your obligations to compensate the Company for damage or compensate the Company for disposal of personal property or structures remaining on the Property following the date of termination.

USES

6. This License will allow you to -----as more particularly located as shown on the sketch attached to this License as schedule A.
7. Except to the extent described in paragraph 6, you may not permit (i) any excavation, flooding, grading or filling on the Property, (ii) the removal of any timber from the Property.
8. In no event shall you use or store any pollutant or hazardous material on the Property, and you must maintain the property in a safe and lawful manner at all times.

INSPECTION OF THE PROPERTY

9. You agree that you have inspected the Property, find it satisfactory for your use, and are not relying upon any oral or written promises by the Company concerning the conditions of the Property.

OUR USE OF THE PROPERTY

10. Your use of the Property is subject to the Company's right to enter and use the Property for our business purposes. By accepting this License, you release this Company from any liability to you for damages to your property (including but not limited to structures, crops, shrubs or trees) due to this Company's use of the Property for our business purposes.

FEES AND CHARGES

11. The administration fee for this License shall be Three Hundred Dollars (\$300.00) payable on issuance. Payment should be directed to:
Northeast Generating Company
Land Management Section
143 West Street Extension - Suite E
New Milford, CT 06776
ATTN: Robert E. Head
12. In addition to the fee provided for above, you are responsible for any additional charges or taxes incurred by the Company by reason of your use or improvement of the Property. You must reimburse the Company the full amount of such charge or tax within thirty (30) days from the date of our notice to you stating the amounts paid by the Company for such charges or taxes.

INSURANCE

13. For so long as this License is in effect, and as a condition to entering Property, you must provide evidence of at least the following insurance coverage:
 - a. Public liability insurance with limits of at least \$1 million per occurrence/per aggregate for bodily injury and \$1 million per occurrence/per aggregate for property damage.
 - b. All policies shall be endorsed to (i) name the Company, its directors, officers, employees and affiliates as additional insured with respect to any and all third party bodily injury

an/or property damage, and (ii) to require that thirty (30) days written notice be given to the Company prior to any cancellation or material change in the policy.

RISK OF INJURY OR DAMAGE

14. The Licensee acknowledges that it has inspected the Property and determined it to be suitable for Licensee's use. The Licensee agrees that it is not relying on any oral or written representations of the Licensor concerning the Property (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties).
15. By your acceptance of this License, you agree to indemnify, defend and hold this Company, its agents, employees, assigns and affiliates harmless from any claim, cost, loss or liability whatsoever for injury to persons (including death) or damage to property caused by your use of the Property.

NOTICES

16. All notices permitted or required to be made by you or the Company will be considered to be received upon personal delivery, or three (3) business days following mailing of a notice by certified mail, postage pre-paid, return receipt requested to:

Mr.

Northeast Generation Services, Co.
Land Management Section
143 West Street Extension - Suite E
New Milford, CT 06776
Attention: Robert E. Head

PERMITS

17. You shall at your sole risk and costs, obtain any and all permits, licenses, registrations and approvals required by any governmental agencies and furnish them to Northeast Generation Company prior to receiving final approval and prior to commencing any work.

Your receipt of this document is **ONLY** preliminary approval of your proposed project. Final approval is only given after you have received approval from the appropriate **town regulatory agency / agencies** indicated in the appropriate sign-off space provided below, your signature for acceptance of the terms of the license, furnishing a copy of all permits received with return of both copies of this license and final acceptance signed-off by the company.

If these terms are satisfactory to you, please indicate your acceptance by signing both original copies of this letter and returning them to me, together with a copy of an appropriate insurance certificate, naming Northeast Generation Company as **“ADDITIONAL INSURED”**, copies of all permits issued and a check for all fees required. You will have no right to enter or use the Property until one copy of this Letter, **signed as finally approved**, has been returned to you. If you have any questions concerning the licensed rights, please contact Robert Head at (860) 355-6591.

Very truly yours,

Robert E. Head
Land Management Administrator

Must be signed off as permit issued or waived by the Town / City of _____:

_____ Planning Department	___ Issued	___ Waived
_____ Building Department	___ Issued	___ Waived
_____ Sanitarian/Health Department	___ Issued	___ Waived
_____ Inland/Wetland Commission	___ Issued	___ Waived

ACCEPTED:

Date: _____

Final Approval:

Northeast Generation Services Company
as agent of Northeast Generation Company

By: _____

Date: _____