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CITY OF CAMBRIDGE

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December 18, 1998

Robert W. Healy
City Manager
City Hall
Cambridge, MA 02139

Re: Presence of Cigarette Advertising Trucks around Schools;
Council Order #005 dated 12/7/98

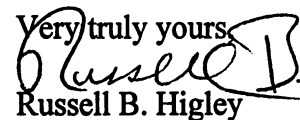
Dear Mr. Healy:

The City Council requested a report on what steps the City may take to limit the presence of "cigarette advertising billboard trucks" in Cambridge, and especially around the schools.

The presence of such trucks violates the Master Settlement Agreement recently entered into by several states, including the Commonwealth, with several large tobacco companies. In Section II(xx), the Master Settlement Agreement defines "transit advertisements" to mean "advertising on or within private or public vehicles and all advertisements placed at, on or within any bus stop, taxi stand, transportation waiting area, train station, airport or any similar location." The definition contains some exceptions. It is attached. Section III (d) requires the removal of existing transit advertisements from the state within 150 days of the Agreement's execution date and prohibits any new ones from the state. Section III(d)(1) and (2) is attached.

There is also in Section III(a) a broadly worded prohibition on targeting any cigarette advertising towards any person under 18 years of age. Section III(a) is attached.

If the City has evidence of violations of the Agreement's requirements, that evidence should be communicated to the Attorney General for action.

Very truly yours,

Russell B. Higley



MASTER SETTLEMENT AGREEMENT

This Master Settlement Agreement is made by the undersigned Settling State officials (on behalf of their respective Settling States) and the undersigned Participating Manufacturers to settle and resolve with finality all Released Claims against the Participating Manufacturers and related entities as set forth herein. This Agreement constitutes the documentation effecting this settlement with respect to each Settling State, and is intended to and shall be binding upon each Settling State and each Participating Manufacturer in accordance with the terms hereof.

(xx) "Transit Advertisements" means advertising on or within private or public vehicles and all advertisements placed at, on or within any bus stop, taxi stand, transportation waiting area, train station, airport or any similar location. Notwithstanding the foregoing, the term "Transit Advertisements" does not include (1) any advertisement placed in, on or outside the premises of any retail establishment that sells Tobacco Products (other than solely through a vending machine) (except if such individual advertisement (A) occupies an area larger than 14 square feet; (B) is placed in such proximity to any other such advertisement so as to create a single "mosaic"-type advertisement larger than 14 square feet; or (C) functions solely as a segment of a larger advertising unit or series); or (2) advertising at the site of an event to be held at an Adult-Only Facility that is placed at such site during the period the facility or enclosed area constitutes an Adult-Only Facility, but in no event more than 14 days before the event, and that does not advertise any Tobacco Product (other than by using a Brand Name to identify the event).

(d) Elimination of Outdoor Advertising and Transit Advertisements. Each Participating Manufacturer shall discontinue Outdoor Advertising and Transit Advertisements advertising Tobacco Products within the Settling States as set forth herein.

(1) Removal. Except as otherwise provided in this section, each Participating Manufacturer shall remove from within the Settling States within 150 days after the MSA Execution Date all of its (A) billboards (to the extent that such billboards constitute Outdoor Advertising) advertising Tobacco Products; (B) signs and placards (to the extent that such signs and placards constitute Outdoor Advertising) advertising Tobacco Products in arenas, stadiums, shopping malls and Video Game Arcades; and (C) Transit Advertisements advertising Tobacco Products.

(2) Prohibition on New Outdoor Advertising and Transit Advertisements. No Participating Manufacturer may, after the MSA Execution Date, place or cause to be placed any new Outdoor Advertising advertising Tobacco Products or new Transit Advertisements advertising Tobacco Products within any Settling State.

(bbb) "Youth" means any person or persons under 18 years of age.

III. PERMANENT RELIEF

(a) Prohibition on Youth Targeting. No Participating Manufacturer may take any action, directly or indirectly, to target Youth within any Settling State in the advertising, promotion or marketing of Tobacco Products, or take any action the primary purpose of which is to initiate, maintain or increase the incidence of Youth smoking within any Settling State.



CITY OF CAMBRIDGE
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EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

January 11, 1999

To The Honorable, The City Council:

Please find attached a response to Awaiting Report Item No. 30, regarding a report on what steps the City can take to limit the presence and proliferation of cigarette advertising billboard trucks in the City, received from City Solicitor Russell B. Higley.

Very truly yours,

Robert W. Healy
City Manager

RWH/mec
Attachment

Consent Agenda #21

5-8

A report on what steps the City can
take to limit the presence and proliferation
of cigarette advertising billboard
trucks in the City.

In City Council January 11, 1999

PLACED ON FILE