

THE WORKS
CAMBRIDGE
DEPARTMENT
OF PUBLIC

RECEIVED BY
CITY CLERK
MAR 27 PM 12
CAMBRIDGE MA.

March 22, 1991

147 Hampshire Street
Cambridge
Massachusetts 02139
617-349-4800

William P. Ryan
Commissioner

Michael Murgia
Sr. Convenience Network Representative
Federal Express
78 Burlington Mall Road
Burlington, MA 01803

Re: Federal Express Drop-Box on
Public Property

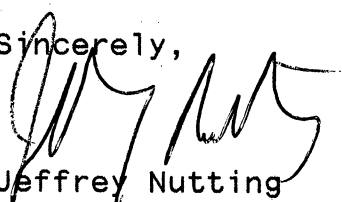
Dear Mr. Murgia:

I am returning your letter requesting permission for the above referenced subject. Please be advised that this must go before the City Council for approval.

Please address your permit request to:

Mr. Joseph Connarton
City Clerk
795 Massachusetts Avenue
Cambridge, MA 02139

Sincerely,


Jeffrey Nutting
Acting Commissioner

JN/h

Enclosure





0400921154



Placement #:

CUSTOMER CONVENIENCE NETWORK PLACEMENT AGREEMENT

(Please Print or Type)

This agreement provides Federal Express Corporation ("Federal Express") the right to install a Customer Drop Off Unit ("Unit") for the receipt of Federal Express envelopes and packages at the following location:

BUILDING NAME CITY OF CAMBRIDGE, MASSACHUSETTS.		
STREET ADDRESS BINNEY STREET		
CITY CAMBRIDGE	STATE MA.	ZIP CODE 02139
BLDG. SQ. FOOTAGE	PHYSICAL LOCATION IN BUILDING ON SIDEWALK IN FRONT OF PARKING GARAGE BEHIND KENDALL BLD.	

The term of this agreement commences on _____ for an area approximately 6 square feet in size.

This agreement may be terminated at any time by either Federal Express or the Building Management upon thirty (30) days written notice to the other party.

Federal Express will hold the Building Management harmless from and against any loss of or damage to third persons or property resulting directly from the installation and use of the Unit, except for any loss or damage arising from the negligence or the intentional acts or omissions of the Building Management, its agents, employees, or contractors.

Return of this letter with your signature entered below will indicate your agreement to these terms.

BUILDING OWNER/MANAGEMENT☒ By: _____☒ Title: _____☒ Date: _____☒ Mailing Address: _____

_____☒ Bldg. Contact Name: _____☒ Phone #: _____

Bldg. Close Time: _____

FEDERAL EXPRESS CORPORATIONBy: _____
REX MASSEY

Title: MANAGING DIRECTOR, CUSTOMER CONVENIENCE NETWORK

Date: _____

Please route all correspondence to:
FEDERAL EXPRESS CORPORATION
CUSTOMER CONVENIENCE NETWORK
BOX 727
MEMPHIS, TN 38194
or call
(901) 922-5415



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

0067983720

0067983720



Sender's Federal Express Account Number		Date	
From (Your Name) Please Print		Your Phone Number (Very Important)	
To (Recipient's Name) Please Print		Recipient's Phone Number (Very Important)	
Company		Department/Floor No.	
Street Address		Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes)	
City		State	
ZIP Required		ZIP Required	

1 Public works Department
147 Hampshire Street
Cambridge MA 02120

2 Michael Murgia
Federal Express
78 Mall Road.
D.C. 20003

YOUR INTERNAL BILLING REFERENCE INFORMATION (First 24 characters)

PAYMENT 1 ☐ Bill Sender 2 ☒ Bill Recipient's FedEx Acct. No. 3 ☐
Acct. No. Required Fill in Account Number below
5 ☐ Cash/Check Acct./Credit Card No. 1153

SERVICES (Check only one box)		DELIVERY AND (Check)	
Priority Overnight Service (Delivery by next business morning†)	Standard Overnight Service (Delivery by next business afternoon†)	1 ☐ HOLD FOR	
11 ☐ YOUR PACKAGING	51 ☐	2	
16 ☒ FEDEX LETTER *	56 ☐ FEDEX LETTER *	3 ☒ DELIVER SATUR (Not available to all)	
12 ☐ FEDEX PAK *	52 ☐ FEDEX PAK *	4 ☐ DANGEROUS	
13 ☐ FEDEX BOX	53 ☐ FEDEX BOX	5 ☐	
14 ☐ FEDEX TUBE	54 ☐ FEDEX TUBE	6 ☐ DRY ICE	
		7 ☐ OTHER SPECIAL	
		8 ☐	
Economy Two-Day Service (formerly Standard Air) (Delivery by second business day†)	Heavyweight Service (for Extra Large or any package over 150 lbs.)	9 ☐ SATURDAY (Extra charge)	
30 ☐ ECONOMY TWO-DAY SVC.	70 ☐ HEAVYWEIGHT **	10 ☐	
	80 ☐ DEFERRED HEAVYWEIGHT **	11 ☐ DESPATCH	
		12 ☐ HOLIDAY DELIVERY (Extra charge)	

† Delivery commitment may be later in some areas.
** Declared Value Limit \$100.
** Call for delivery schedule.

For use in Returning Form.

Thank you.
Please complete highlighted sections of agreement Form.

Press Use
is

Je Charge

3/90
GBFE 1/91

ORIGIN COPY



0 0 6 7 9 8 3 7 2 0

SERVICES (Check only one box)		DELIVERY AND SPECIAL HANDLING (Check services required)		PACKAGES	WEIGHT In Pounds Only	YOUR DECLARED VALUE (See right)	SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY		Federal Express Use
Priority Overnight Service (Delivery by next business morning†)		Standard Overnight Service (Delivery by next business afternoon†)					Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Maximum amount limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared value specified to the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$100.00. In the event of untimely delivery, Federal Express will at your request and with some limitations, refund all transportation charges paid. See Service Guide for further information.	Base Charges Declared Value Charge Other 1 Other 2 Total Charges	
11 ☐ YOUR PACKAGING	51 ☐	1 ☐ HOLD FOR PICK-UP (Fill in Box H)							
16 ☒ FEDEX LETTER *	56 ☐ FEDEX LETTER *	2 ☒ DELIVER WEEKDAY							
12 ☐ FEDEX PAK *	52 ☐ FEDEX PAK *	3 ☐ DELIVER SATURDAY (Extra charge) ☐ (Not available to all locations)							
13 ☐ FEDEX BOX	53 ☐ FEDEX BOX	4 ☐ DANGEROUS GOODS (Extra charge)							
14 ☐ FEDEX TUBE	54 ☐ FEDEX TUBE	5 ☐	6 ☐ DRY ICE _____ Lbs.	Total	Total	Total			
Economy Two-Day Service (formerly Standard Air) (Delivery by second business day†)		Heavyweight Service (for Extra Large or any package over 150 lbs.)		DIM SHIPMENT (Chargeable Weight)		Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom.		REVISION DATE 8/90 PART #119500 GBFE 1/91 FORMAT #041 041 • 1990 F.E.C. PRINTED IN U.S.A.	
30 ☐ ECONOMY TWO-DAY SVC.	80 ☐ DEFERRED HEAVYWEIGHT **	7 ☐ OTHER SPECIAL SERVICE _____	☐ _____ lbs.		Received At				
		8 ☐	☐ _____ lbs.		1 ☐ Regular Stop 3 ☐ Drop Box				
		9 ☐ SATURDAY PICK-UP (Extra charge)	2 ☐ On-Call Stop 5 ☐ Station		4 ☐ B.S.C. 5 ☐ Station				
		10 ☐	DESCRIPTION		1 ☐ Regular Stop 3 ☐ Drop Box				
		11 ☐	DESCRIPTION		2 ☐ On-Call Stop 5 ☐ Station		Release Signature: _____		
		12 ☐ HOLIDAY DELIVERY (If offered) (Extra charge)	DESCRIPTION		2 ☐ On-Call Stop 5 ☐ Station				
† Delivery commitment may be later in some areas.		*Declared Value Limit \$100. **Call for delivery schedule.		FedEx Emp. No. _____		Date/Time _____			

ORIGIN COPY

TERMS AND CONDITIONS

DEFINITIONS

On this Airbill, we, our and us refer to Federal Express Corporation, its employees and agents. You and your refer to the sender, its employees and agents.

AGREEMENT TO TERMS

By giving us your package to deliver, you agree to all the terms on this Airbill and in our current Service Guide, which is available on request. If there is a conflict between the current Service Guide and this Airbill, the Service Guide will control. No one is authorized to alter or modify the terms of our Agreement.

RESPONSIBILITY FOR PACKAGING AND COMPLETING AIRBILL

You are responsible for adequately packaging your goods and for properly filling out this Airbill. Omission of the number of packages and weight per package from this Airbill will result in a billing based on our best estimate of the number of packages received from you and an estimated "default" weight per package, as determined and periodically adjusted by us.

AIR TRANSPORTATION TAX INCLUDED

Our basic rate includes a federal tax required by Internal Revenue Code Section 4271 on the air transportation portion of this service.

LIMITATIONS ON OUR LIABILITY AND LIABILITIES NOT ASSUMED

Our liability for loss or damage to your package is limited to your actual damages or \$100, whichever is less, unless you pay for and declare a higher authorized value. We do not provide cargo liability insurance, but you may pay an additional charge for each additional \$100 of declared value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your package.

In any event we will not be liable for any damages, whether direct, incidental, special or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including, but not limited to, loss of income or profits.

We won't be liable for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking or addressing, or for the acts or omissions of the recipient or anyone else with an interest in the package. Also, we won't be liable if you or the recipient violates any of the terms of our agreement. We won't be liable for loss of or damage to shipments of prohibited items.

We won't be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

DECLARED VALUE LIMITS

The highest declared value we allow for FedEx Letter and FedEx Pak shipments is \$100. For other shipments, the highest declared value we allow is \$25,000 unless your package contains items of "extraordinary value," in which case the highest declared value we allow is \$500. Items of "extraordinary value," include artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our current Service Guide.

If you send more than one package on this Airbill, you may fill in the total declared value for all packages, not to exceed the \$100, \$500 or \$25,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$125,000.)

If more than one package is shipped on this airbill, our liability for loss or damage will be limited to the actual value of the package(s) lost or damaged (not to exceed the lesser of the total declared value or the per package limits described above). You have the responsibility of proving the actual loss or damage.

FILING A CLAIM

ALL CLAIMS MUST BE MADE BY YOU IN WRITING. You must notify us of your claim within strict time limits. See current Service Guide.

We'll consider your claim filed if you call and notify our Customer Service Department at 800-238-5375 and notify us in writing as soon as possible.

Within 90 days after you notify us of your claim, you must send us all relevant information about it. We are not obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume that the package was delivered in good condition. In order for us to process your claim, you must, to the extent possible, make the original shipping cartons and packing available for inspection.

RIGHT TO INSPECT

We may, at our option, open and inspect your packages prior to or after you give them to us to deliver.

NO C.O.D. SERVICES

NO C.O.D. SERVICES ON THIS AIRBILL. If C.O.D. Service is required, please use a Federal Express C.O.D. airbill for this purpose.

RESPONSIBILITY FOR PAYMENT

Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any costs we may incur in either returning your package to you or warehousing it pending disposition.

RIGHT OF REJECTION

We reserve the right to reject a shipment at any time, when such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of which is prohibited by law or is in violation of any rules contained in this Airbill or our current Service Guide.

MONEY-BACK GUARANTEE

In the event of untimely delivery, Federal Express will at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for further information.

022E862900 C

022E862900 C

CUSTOMER:
PLEASE REMOVE ONE OF THESE LABELS AND
PLACE IT ABOVE THE AIRBILL POUCH.



March 21, 1991

Mr. Jeffrey Nutting
Commissioner of Public Works
City of Cambridge
147 Hampshire Street
Cambridge, Ma. 02139

Box 727
Memphis, TN 38194
901 369-3600

RE: Federal Express Drop-Box on Public Property.

Dear Mr. Nutting:

Federal Express presently has an interior Drop-Box at the 4 Kendall Square, Cambridge, Ma. The Drop-Box services many of our customers in that complex. Our landlord, The Athenaeum Group, has elected not to renew our lease as they have a tenant in one of their store spaces that would not sign their lease unless our Box was removed due to a competitive situation. Our customers have asked us to find an alternative location for a Drop-Box in the area of the Kendall Square Building.

In looking for an alternative space, I saw a couple of newspaper boxes in front of the new parking garage on Binney Street. The Athenaeum Group indicates they own the parking garage and their arrangement with the tenant I mentioned above precludes them from allowing us to place the Box inside the parking garage. I believe the newspaper machines are on public property between the garage and the roadway. Federal Express would like to place an Exterior Drop-Box at that location.

I have enclosed a photograph of the Drop-Box, with specifications, along with a standard agreement form that is used to secure a placement. If you would permit the placement of the Drop-Box all that needs to be done on our part is to have the enclosed agreement form completed and returned to me at the address listed below. I have enclosed a pre-paid, pre-addressed airbill for use in returning the form. If you need more information I will be happy to provide it.

Thank you in advance for considering this placement. I'm sure the business people of this area of Cambridge will appreciate this valuable amenity.

Respectfully,

Michael R. Murgia
Sr. Convenience Network Representative
Federal Express
78 Burlington Mall Road
Burlington, Ma. 01803
617-272-5699

H-48

CONSENT

Petition received from Federal Express
requesting a Federal Express Drop-Box in the
area around Binney Street.

In City Council,

April 1, 1991.

Referred to the City
Manager with Power
Copies sent to City mgr.
4/3/91 @cc