CCM-101

City of Cambridge

CALENDAR ITEM # 7

IN CITY COUNCIL

MAY 24, 1993

COUNCILLOR DUEHAY
COUNCILLOR MYERS

ORDERED: That this City Council go on record endorsing, in principle, the **MEMORANDUM OF UNDERSTANDING"** between the Cambridge Hospital and the Mid Cambridge Neighborhood Association as contained in the **"HOSPITAL FACILITIES MASTER PLAN PROJECT;"** and be it further

ORDERED: That the City Manager be and hereby is requested to confer with the Hospital Administrator with a view in mind of up dating the City Council on all future discussions and resolutions to this process.

In City Council May 24, 1993.
Adopted by a yea and nay vote:-
Yeas 7; Nays 0; Absent 0; Present 2.
Attest:- D. Margaret Drury, City Clerk.

A true copy;
ATTEST:- D. Margaret Drury

D. Margaret Drury
City Clerk

C. C. 106

City of Cambridge

MASSACHUSETTS

In City Council May 24 1993

C. Myers. Memorandum of Understanding for the "Hospital Facilities Master Plan Project"

	YEA	NAY	ABSENT	PRESENT	
Mr. Ed Cyr	✓ (1)		✓ (2)		
Mr. Francis H. Duehay	✓				
Mr. Jonathan S. Myers	✓				
Mrs. Sheila T. Russell	✓				
Mr. Walter J. Sullivan	✓		✓ (1)		
Mr. Timothy J. Toomey, Jr.				✓	
Mr. William H. Walsh				✓	
Ms. Alice K. Wolf	✓				
Mayor Kenneth E. Reeves	✓				
	6		+	2	
	7		0		

C. Myers
MS
RF

C. C. 106

City of Cambridge

MASSACHUSETTS

In City Council _____ 199

	YEA	NAY	ABSENT	PRESENT	
Mr. Ed Cyr					
Mr. Francis H. Duehay					
Mr. Jonathan S. Myers					
Mrs. Sheila T. Russell					
Mr. Walter J. Sullivan					
Mr. Timothy J. Toomey, Jr.					
Mr. William H. Walsh					
Ms. Alice K. Wolf					
Mayor Kenneth E. Reeves					

MEMORANDUM OF UNDERSTANDING
between THE CITY OF CAMBRIDGE, THE CAMBRIDGE HOSPITAL, and the
MID-CAMBRIDGE NEIGHBORHOOD ASSOCIATION
MAY 14, 1993

MEMORANDUM OF UNDERSTANDING
May 14, 1993

1.0 INTRODUCTION

1.1 Parties

The parties to this Agreement are the City of Cambridge (hereinafter "City"), The Cambridge Hospital (hereinafter "Hospital"), and the Mid-Cambridge Neighborhood Association (hereinafter "MCNA").

1.2 Reason for Agreement

a. Project Environment - The City and the Hospital are currently undertaking a project known as the "Hospital Facilities Master Plan Project" (hereinafter "Project"), which involves modernizing and expanding the Hospital's existing Cambridge Street facilities. The existing facilities are located in a densely settled, residential area in the Mid-Cambridge neighborhood. The northern edge of the hospital campus abuts another densely settled neighborhood along Line Street in Somerville. (Appendix A illustrates a preliminary scheme for site development.)

b. Project Status - As of the date of this Agreement, the Hospital has completed the preliminary planning and financial feasibility analysis for the Project. Concurrent with the development of this Agreement, other actions are being pursued: 1) the City and Hospital are negotiating a contract with an architectural design team for the Project, and 2) the Cambridge City Council is considering authorization of funds for the Project. Upon approval of funds and execution of a contract, the Hospital will authorize the design team to initiate the final design process.

c. Respective Interests of the Parties - The City and Hospital consider both the Project and good neighbor relations essential to the Hospital's survival and continued ability to provide quality health care services. The MCNA has substantial concerns regarding Project impacts on the residential character of the surrounding area and articulated these concerns on December 12, 1992, in the "Report of the Study Committee on Cambridge Hospital Expansion" (hereinafter "MCNA Study Report"). (See Appendix B for the MCNA Study Report.)

d. Benefits of Agreement - The City and Hospital recognize that the concurrence of the MCNA is necessary for continued progress on the Project at this time, and will continue to be, for timely completion of the Project. The MCNA recognizes the Hospital's need to modernize its facilities and agrees to work with the City and Hospital toward a mutually acceptable design for expanded facilities, provided such cooperation includes further commitments of a substantive nature for the MCNA, as described herein.

e. Mutual Objectives - The parties agree that measures beyond those required by laws or regulations are needed to limit the adverse impacts of the Project and to ensure that compensating benefits of the Project are sufficient, as long as the Cambridge Street facilities shall exist, to preserve and if possible, to improve the quality of life now generally enjoyed by nearby residents. The parties agree, further, that achieving a mutually acceptable balance of respective needs between the Hospital and its neighbors may result in modifications to one or more of the Project elements as defined in section 3.0 below.

f. Community Advisory Committee - For the prior reasons, the City and Hospital have been meeting with representatives of the MCNA and with Somerville residents in a body known as the Community Advisory Committee (CAC), convened by the City Manager of Cambridge in March, 1992. The CAC has met regularly, identified neighborhood concerns about the Project, and drafted this Agreement to respond to those concerns. The parties agree to formalize the CAC as an ongoing body during the period of Project development. The functions of the CAC shall be: 1) to coordinate neighbors' participation in reviewing plans for Project design, construction, and operation, as well as monitoring the implementation of such plans for their impacts on the neighborhood, 2) to identify, evaluate, and recommend mitigating measures beyond those which can be specified in advance, 3) to coordinate the establishment of committees to oversee a parking management district and perimeter maintenance program, and 4) to carry out its responsibilities identified in this Agreement, and to address other matters of common concern to the parties, all as hereafter described.

1.3 Summary of Agreements

The parties agree in principle to a common purpose but acknowledge, further, that the success of this Agreement will depend on certain parties meeting any and all specific agreements which are expressed or implied in the remainder of this Agreement. By entering into this Agreement, the respective parties agree to put forth good faith efforts to fulfill specific obligations as follows:

a. MUTUALLY, ALL THE PARTIES AGREE:

1) to establish a committee called the Parking Management District Committee which shall be comprised of Hospital, City, and neighborhood representatives, and which will be charged with monitoring parking congestion on streets adjacent to and immediately surrounding the hospital campus, and with recommending feasible measures to mitigate any increased congestion attributable to Project-related activities, and

2) to establish a committee called the Perimeter Oversight Committee which shall be comprised of Hospital, City, and neighborhood representatives, and which will be charged with

recommending and monitoring measures for the maintenance, management, and security of the perimeter of the hospital campus, including the public ways adjacent to the site.

b. THE CITY AND THE HOSPITAL AGREE:

1) to make best efforts to ensure that the Project will be designed, constructed, and operated in a manner that respects neighborhood concerns,

2) to incorporate the formal recommendations of the CAC, including those endorsed by the MCNA, into the design, construction, and operation of the Project,

3) to sponsor and participate in a traffic and parking study that addresses common concerns about the impacts the Project will have on traffic and parking in the neighborhood, and that provides pertinent recommendations for mitigating any such impacts,

4) to develop, in consultation with MCNA representatives, and interested abutters designated by MCNA, a detailed program to monitor and mitigate the impacts of Project construction on the abutters and the neighborhood at-large,

5) to make landscaping and site improvements to the perimeter of the hospital campus so as to substantially enhance the residential character of the neighborhood,

6) to provide all relevant Project information to appropriate MCNA representatives, as further defined below, when such information becomes available to the City and the Hospital,

7) to provide MCNA representatives reasonable access to all persons responsible for implementing the Project or for carrying out the terms of this Agreement, including but not limited to, Hospital and City staff and any contractors or consultants retained by the Hospital and City,

8) to ensure that all persons responsible for implementing the Project or carrying out the terms of this Agreement respond constructively, and in a timely manner, to the issues and concerns raised by MCNA representatives,

9) to support timely dissemination of relevant Project information, including a summary of this Agreement, to Project neighbors as requested by MCNA representatives,

10) to provide the technical and administrative staff support necessary to ensure the full participation of MCNA representatives on the Community Advisory Committee,

11) to implement the recommendations agreed to by the Parking Management District Committee regarding parking and transportation programs operated by and for the Hospital,

12) to implement the recommendations agreed to by the Perimeter Oversight Committee regarding the facilities owned or leased by the Hospital,

13) to issue for MCNA review and comment, annual planning statements detailing past and projected program growth, as well as the space requirements and facilities alternatives which are called for to accommodate any future growth,

14) to compensate for any damages to persons or property to the extent it is legally responsible; in particular if, despite the implementation of appropriate impact mitigation efforts, conditions recognized in the law as creating a nuisance or other legal harm come to exist on account of construction of the Project, then the Hospital will act promptly and in good faith to fulfill all legal obligations to any person who may be injured.

15) to defend this Agreement against legal challenge by third parties; in particular should any third party commence any litigation challenging this Agreement or the actions of the CAC, any members of the CAC or of the MCNA taken in accordance with and pursuant to this Agreement, then so long as all of their interests are in common, the Hospital will to the extent permitted by law defend the integrity of this Agreement and of such actions in any such proceeding, it being expressly understood and agreed that the benefits of this Agreement run solely to the parties hereto and to no other person, and that no third party shall ever have any rights with respect to this Agreement.

c. THE MCNA AGREES:

1) to make best efforts to ensure that the Hospital and City are fully informed, and in a timely manner, regarding the opinions and wishes of neighborhood residents pertinent to design, construction, and operation of the Project,

2) to make best efforts to ensure that the Parking Management District Committee and the Perimeter Oversight Committee are fully informed, and in a timely manner, regarding the concerns of neighborhood residents pertinent to the issues these committees will address,

3) to designate MCNA representatives who will serve on the CAC and its subcommittees and be responsible for conveying shared concerns and wishes of area residents regarding the impacts of the Project to the City and Hospital,

4) to make specific recommendations to the Hospital for dissemination of information about the Project and about other matters of common concern to area residents and the Hospital,

5) to organize community meetings and use other appropriate means for learning about the concerns and wishes of area residents regarding the Project, the perimeter of the Hospital, and the management of parking in the Parking Management District and its environs, and

6) to support incorporation of the recommendations of the CAC into the design and construction of the Project.

d. THE CITY AGREES:

1) to ensure the cooperation and support necessary from other relevant City departments in order to implement the recommendations of the Parking Management District Committee and the Perimeter Oversight Committee, and

2) to institute the regulatory changes required to create a permanent seat for a representative endorsed by the MCNA on the Health Policy Board of the City of Cambridge, and

3) to institute the regulatory changes required to create a Hospital Parking Management District and to recommend any legislation that may be needed for this purpose.

2.0 LIMITATION OF AGREEMENT

The parties acknowledge that this Agreement binds them only to a process for the design and implementation of the Project and not to the design itself. The parties reserve all their rights to seek changes and/or modifications to the Project through any and all appropriate processes. This Agreement in no way intends to limit the rights or remedies available to any person or entity who is not a party to this Agreement.

3.0 THE PROJECT

3.1 Need for New and Expanded Facilities

The Cambridge Hospital is a public teaching hospital owned by the City of Cambridge, affiliated with Harvard Medical School, and governed by a Hospital Governing Board composed of citizen representatives. Its comprehensive range of services includes 186 inpatient beds, 24-hour medical and psychiatric emergency services, primary and specialty outpatient services, and six neighborhood health centers located throughout the City. The Hospital's primary service area is the City of Cambridge, though it draws patients from the adjacent City of Somerville and other neighboring towns.

The Cambridge Hospital's last major building project was in 1968, when the main building was constructed to accommodate primarily inpatient activity. Since that time, and consistent with healthcare trends, the hospital's ambulatory activity has greatly increased, technological advances have occurred, and parking demand has increased. The Hospital's activity in the past six years (fiscal years 1987 to 1992) increased from 5234 to 7230 discharges and from 78,680 to 114,372 outpatient visits at the hospital site. Much of the recent growth has occurred without increasing or improving facilities to provide for these services.

The Hospital's need for the Project has been documented in its application to the State Determination of Need Program dated July 1, 1992.

3.2 Scope of the Project

The existing Cambridge Street facilities are comprised of a seven-story main facility, the four-story Cahill House, and a five-story Macht community center. For planning purposes, the Hospital has assumed that the structures combined contain approximately 243,000 square feet of gross floor area.

The Project as currently proposed by the Hospital contains the following elements and approximate square-feet allocations: a new four-story structure of 65,000 square feet to be used primarily for ambulatory services, a two-level underground parking garage with capacity for approximately 200 cars, a single-level 8,000 square-feet rooftop addition to the main building, and 88,000 square feet of renovations in the existing buildings. If the Project moves forward, additional planning will be required to develop the site and implement a circulation and landscape plan.

3.3 Budget and Financing

The Project has been downsized from a maximum capital expenditure of $57M as submitted in the July 1992 Determination of Need application to a $40M approximate total project cost. The downsizing was prompted by two factors: 1) neighborhood concerns about building massing, traffic and parking, and construction impact, and 2) preliminary results of a financial feasibility study which showed that the Hospital could more readily support a smaller capital expenditure.

The accounting firm Ernst and Young was commissioned to undertake a financial feasibility study of the proposed Project. The feasibility study, dated December 1992, concluded that based upon the volume and financial forecast, the Hospital could support the proposed Project as currently configured. The Hospital plans to contribute $20M in equity and will seek the remaining $20M in general obligation bonds.

3.4 Phases

As currently proposed by the Hospital, the Project would be constructed in several phases over a period of approximately five years, with an anticipated start date in mid- to late-1994. Based on the Project scope as defined in section 2.2 and as detailed in a preliminary phasing schedule, the phases can be summarized as follows:

a. Phase I: Relocation of several departments and parking (2 months),

b. Phase II: Demolition of old boiler plant; construction of ambulatory building including underground parking, site development and changes to traffic and parking management; (15 months),

c. Phase III: Construction of rooftop addition and renovation of several departments in existing buildings (10 months),

d. Phase IV-VII: Renovation of departments in existing buildings (27 months).

3.5 Designer Selection

On January 12, 1993, the City and the Hospital issued a Request for Proposal for Design Services (hereinafter "RFP"). In response to concerns expressed by members of the Community Advisory Committee (CAC), the Hospital included provisions in the RFP which required applicants to: 1) address their availability to attend neighborhood meetings, 2) document their experience working with community groups and regulatory agencies, and 3) provide examples of projects designed and constructed in the context of urban residential neighborhoods. During their evaluation and selection of an architect for the Project, (hereinafter "Architect"), the City and Hospital used the above criteria along with other criteria.

The Design Team for the Project (hereinafter "Design Team") will consist of the Architect selected and any consultants retained by the Architect or by the Hospital for design services and studies. The Design Team will be responsible for defining, detailing, reviewing, and supervising all aspects of the Project design prior to acceptance of final construction documents by the Hospital. The Hospital agrees to require that the Architect and all other members of the Design team adhere to the letter and spirit of this Agreement. The Hospital agrees to request that the Design Team be available for meetings of the CAC and its subcommittees and that the Design Team provide information to these committees whenever asked to do so by the Hospital. The Hospital agrees to include a copy of this Agreement and any amendments in all its contracts and subcontracts for design services and studies.

3.6 Description of Likely Project Review by Regulatory Agencies

a. Massachusetts Department of Public Health Determination of Need (DON) Program - The Hospital filed an application to the DON office in July 1992. The DON is responsible for review and approval of projects of substantial capital expenditure. The DON review process includes an evaluation of the Hospital's stated needs for expansion and an assessment of the adequacy of the proposed Project to meet those needs. Seven Ten Taxpayer groups filed as parties of record for this Project, and a public hearing was requested. Dates for the public hearing and application review have not yet been established. The DON program is currently being evaluated, and the scope of DON review may be reduced in the future.

b. State Office of Environmental Affairs - As part of its DON application, the Hospital filed an Environmental Notification Form on July 9, 1992. Based on the ENF and a site visit to the Hospital, the State OEA indicated in a letter dated August 24, 1992, that the Project does not require preparation of an Environmental Impact Report.

c. Zoning - The Hospital may request zoning relief for the Project.

d. Interim Parking Control Commission (IPCC) - The IPCC is responsible for oversight of parking spaces for the City of Cambridge, and the Hospital will, if necessary, seek review by the IPCC for increasing its parking capacity. IPCC review would involve the Hospital demonstrating that reasonable measures to reduce parking demand have already been taken and factored into the calculation of additional need.

e. Mid-Cambridge Neighborhood Conservation District Commission (MCNCDC) - The MCNCDC has authority with respect to any construction, demolition or alteration which would affect the envelope of a public structure in the district. MCNCDC review would consider, among other matters, the impacts of the Project on the character of the neighborhood and evaluate the appropriateness of various design factors relative to the site and its surroundings.

4.0 THE MID-CAMBRIDGE NEIGHBORHOOD AND THE MCNA

4.1 The Neighborhood

The Project site is located at the northern edge of the Mid-Cambridge neighborhood. The Mid-Cambridge neighborhood is bounded by Prospect Avenue on the east, by Massachusetts Avenue on the south, by Massachusetts Avenue, Peabody, Cambridge and Quincy Streets on the west, and by Kirkland Street and the Cambridge city line on the north.

The neighborhood is primarily residential in character. Apartment buildings are concentrated at the western edge of the neighborhood, and along Massachusetts Avenue and Harvard Street. Elsewhere, one- to three-family structures predominate.

Several large public and private institutions influence the character of the neighborhood. These institutions include Harvard University, Cambridge Rindge and Latin School, Cambridge Library, Youville Hospital, Harvard Community Health Plan, Cambridge Hospital, and Cambridge City Hall and administrative offices.

The neighborhood overlaps commercial centers at Central, Harvard, and Inman Squares. Commercial activity occurs along Massachusetts Avenue and, at a smaller scale, on Cambridge Street and Broadway.

4.2 Abutter Neighbors to the Project

That portion of the Mid-Cambridge neighborhood situated in the immediate vicinity of the Hospital's Cambridge Street facility is a microcosm of the neighborhood as a whole. Single- and multiple-family dwelling units on small lots predominate on Leonard Avenue, Line Street, and Cambridge Street, streets which abut the hospital campus and form the "Hospital triangle." Low-scale residential uses also prevail on side streets such as Ellsworth, Highland, Maple, Greenough and Marie Avenues and Fayette Street. Residences mixed with other low-scale uses are typical along Cambridge Street and Camelia Avenue. The commercial activity generated by Inman Square begins one and on-half blocks east of the hospital site.

4.3 The Mid-Cambridge Neighborhood Association (MCNA)

The MCNA, a voluntary organization comprised of over 600 member households, was formed in 1974 to preserve and improve the quality of life in the neighborhood. The MCNA is inclusive, open to all area residents and business people, nonpartisan, and independent from municipal government. According to by-laws established when the MCNA was founded, members hold periodic, town-meeting style Neighborhood Meetings and elect the MCNA board or Coordinating Committee at the annual meeting in May. MCNA also sponsors social events and, in collaboration with its sister organization, the Longfellow Neighborhood Council, publishes the bi-monthly M-C News.

4.4 MCNA Planning Issues

The MCNA takes public positions on matters pertaining to the quality of life in the neighborhood. On numerous occasions, MCNA has held that proposed new buildings, by virtue their density, scale, and traffic and parking impacts, would be harmful to the residential character of the neighborhood. To restrain such development, MCNA has been instrumental in the down-zoning of residential areas and has influenced specific projects using the regulatory power of the Mid-Cambridge Conservation District.

The MCNA has played an important role in the city-wide campaigns for controls on institutional uses (1979-1980) and for establishing resident parking restrictions (mid-1970's). MCNA efforts played a major role in obtaining neighborhood benefits from the renovation, construction and consolidation of the Cambridge High and Latin and Rindge Technical Schools, the largest public construction project in the area in the last two decades. MCNA lobbying ensured that the new Mid-Cambridge City Park was designed, built, and maintained as open space accessible to the neighborhood.

4.5 MCNA and the Project

The MCNA has played an active role in informing the Hospital of residents' concerns about the construction of new facilities and, in turn, has conveyed information about the Hospital's plans to area residents. The MCNA President has been a member of the Community Advisory Committee (CAC) since March, 1992. The September-October, 1992, M-C News contained several informative articles about the Project and was distributed to all households in the Hospital triangle and adjacent Cambridge Street.

The MCNA addressed the Project at an October, 1992, meeting, and after many presentations and lengthy discussion, adopted a resolution which "supports the core mission of the Cambridge Hospital" and "recognizes the need for the Hospital to modernize" its facility but also opposes "any expansion which exceeds the floor area permitted by current zoning on the site." The actions taken at the October meeting were reported in the November-December, 1992, M-C News.

At the October meeting, the MCNA also formed a Study Committee on the Project, and in December, the Committee issued the MCNA Study Report, included as Appendix B in this Agreement. The study report identified most of the substantive issues that are covered in this Agreement and made specific recommendations to strengthen the neighborhood's role on the Community Advisory Committee (CAC).

At a meeting in February, 1993, the MCNA accepted the recommendations of the Study Committee, endorsed twelve residents as MCNA representatives on the CAC, and authorized these representatives to draft a "Memorandum of Understanding with Cambridge Hospital and the residents of Line Street, Somerville, regarding the future planning, design and construction of the project." (This motion is included as Appendix C.)

The City of Cambridge Designer Selection Procedure calls for inclusion of an interested community member on the Designer Selection Committee. A resident of Antrim Street who is an architect was endorsed by the Mid-Cambridge Neighborhood Association at the February, 1993, meeting and was appointed by the City Manager of Cambridge to the Designer Selection Committee for the Project.

4.6 MCNA Approval of Agreement

MCNA representatives on the CAC engaged in lengthy negotiations with Hospital representatives regarding the terms of a Memorandum of Understanding and presented a draft agreement (dated April 10, 1992) for review at a full meeting of the Association on April 15, 1993. The March-April, 1993, M-C News contained notice of this meeting and was distributed to all MCNA members, as well as to all abutters of the Hospital.

At the meeting, presentations were given regarding the Project and the key points in the draft agreement. Following a recess, this meeting was reconvened on April 28, 1993. All MCNA representatives on the CAC who were present, as well as a Somerville resident on the CAC, spoke in support of the agreement. An individual speaking on behalf of the Somerville group, Save Our Neighborhood, voiced opposition to the agreement and indicated that Somerville residents are vehemently opposed to it.

Following further discussion regarding the agreement, MCNA members in attendance voted to authorize the MCNA president to sign a completed agreement with the Hospital, provided certain conditions were met. (The motion is included as Appendix D.) The vote on the motion was 33 in favor, seven opposed, and one abstention.

5.0 CITY OF SOMERVILLE AND SOMERVILLE NEIGHBORS

The Project is located on the Cambridge/Somerville border and will have an impact on Line Street residents in Somerville. Therefore, participation by the City of Somerville and Somerville neighbors will be desirable to help ensure that the concerns of Line Street neighbors are fully addressed, especially during the establishment and implementation of the Parking Management District and Perimeter Oversight committees. Participation by the City of Somerville and Somerville neighbors will be desirable to ensure that construction impact mitigation incorporates the needs of Line Street neighbors.

The Community Advisory Committee (CAC) has acknowledged the importance of greater involvement of the City of Somerville and Somerville neighbors in the Project and will continue to explore ways of developing a working relationship with the relevant city departments and increasing neighbors' input into the Project. The City and the Hospital will continue to seek assistance from and coordination with representatives from the City of Somerville. In addition, the Hospital will continue to meet individually with Line Street abutters to the Project to ensure that individual concerns about the impacts of the Project are fully addressed. Further, MCNA representatives on the CAC have invited Somerville residents to participate in MCNA initiatives pertinent to the Project and will continue to keep Line Street neighbors informed of MCNA activities. Finally, all parties to this Agreement recognize the importance of the efforts outlined above and will continue to seek

the participation of the City of Somerville and Somerville neighbors in the process.

6.0 FUNCTION AND STRUCTURE OF THE COMMUNITY ADVISORY COMMITTEE

6.1 Function of the CAC

In March 1992, the City Manager of Cambridge appointed a Community Advisory Committee (CAC) for the Project. The CAC includes residents of neighboring streets in Cambridge and Somerville, representatives of the Hospital, and City officials. Since its inception, the CAC has met regularly to discuss issues pertinent to the Project. (See appendix E-1 for current, active members of the CAC and Appendix E-2 for CAC meetings to date.)

Members of the CAC attended a community meeting on July 20, 1992, which was conducted by the Hospital to inform Cambridge and Somerville neighbors about the scope and status of the Project. CAC members in attendance were identified, and neighborhood residents were encouraged to provide input regarding the Project to the CAC. CAC representatives were instrumental in convening subsequent community meetings pertinent to the Project, including meetings with Somerville residents in February and March 1993.

The ongoing work of the CAC has included: 1) identifying issues of common concern to the neighborhood and Hospital, 2) initiating a process for Project review that balances the diverse needs of the Hospital and its users with the needs of neighbors of the Project to preserve and enhance the residential character of the neighborhood, and 3) developing strategies for incorporating neighborhood input into the Project.

The CAC has established various working subcommittees, including a subcommittee responsible for drafting this Agreement. (See Appendix E-3 for a list of meetings conducted to date.)

The parties to this Agreement fully recognize the importance of the work of the CAC pertinent to the Project. The parties, therefore, agree first, that the CAC should be formally established as the principal body for coordinating the implementation of this Agreement, and second, that the relevant portions of this Agreement will serve as the charter for the continued work of the CAC.

Further, the parties agree to request that the CAC: 1) continue to conduct its affairs in accordance with the spirit of this Agreement as set forth in sections 1.0 and 2.0 above, 2) follow procedural guidelines as set forth in this section and in relevant sections below, and 3) participate fully in the review process and the strategic programs outlined in this Agreement.

6.2 Structure of the CAC

a. Chairs - The CAC will be co-chaired by the Hospital Administrator and by the President of the Mid-Cambridge Neighborhood Association. At the time of this Agreement, the co-chairs are Cambridge Hospital Administrator John O'Brien and MCNA President John Pitkin. The co-chairs will jointly develop the agendas for the CAC meetings and will be responsible for establishing the subcommittees described in section 7.0 below, as well as any new subcommittees deemed appropriate by the CAC.

b. Meetings - Meetings of the CAC will be conducted as required to implement the terms of this Agreement and will be held at the Cambridge Hospital and at a convenient neighborhood site on an alternating basis. The CAC subcommittees will meet, as required, to carry out the work assigned to them and will report at meetings of the full CAC. MCNA representatives and other resident members of the CAC will be responsible for making reasonable efforts to represent the MCNA by attending such meetings, identifying and conveying neighbors' concerns at such meetings, and communicating the issues discussed at such meetings to residents in the area of the hospital campus.

c. Membership - The permanent seats on the CAC will consist of: 1) ten Cambridge resident members who must be endorsed as MCNA representatives by the MCNA prior to appointment, 2) two Somerville resident members, 3) the Hospital Administrator, 4) the Commissioner of Health and Hospitals, and 5) the Associate Administrator of the Hospital Planning and Marketing Office. All current, active members of the CAC, as summarized in Appendix E-1, will remain members at such time that this Agreement goes into effect.

Any CAC membership changes approved by the parties to accommodate the seating of any new or additional members will be open to any Cambridge or Somerville resident, provided any and all such changes adhere to the following procedural guidelines: 1) the size, composition, and endorsement requirements of members will be fixed in the form identified above, except that two members at-large may be added in order to accommodate broader community participation, 2) the total number of CAC members may be increased at such time that additional parties sign this Agreement and negotiate further representation on the CAC, 3) with the concurrence of both chairs and a majority vote of the CAC, seated members of the CAC may be removed from time to time for inactivity, for behavior or conduct which violates the spirit or terms of this Agreement, or for other just causes, and 4) the co-chairs of the CAC will be responsible for providing timely notification to the City Manager of Cambridge whenever the CAC recommends removal of any member.

d. Technical Support - The Hospital agrees to provide funds for a part-time independent contractor to provide clerical support and planning assistance to the CAC. Functions of the clerical assistant/planner shall include, but not be limited to, general technical and planning assistance, coordinating and attending committee meetings, developing meeting records, gathering and distributing information, organizing material for presentation and coordinating all of these tasks with the Planning and Marketing Office of the Hospital. The clerical assistant/planner will report to the MCNA co-chair of the CAC.

7.0 COORDINATION AND REVIEW BY THE COMMUNITY ADVISORY COMMITTEE

7.1 General

The general responsibilities of the CAC will be to identify and prioritize common concerns and wishes of neighbors which are specific to the Project, to develop and monitor agreements documented in this Agreement, and to develop and implement strategies for ongoing communication with neighbors about Project scope and status. Accordingly, the CAC will provide ongoing review of the Project and will submit its comments, concerns, and recommendations to the Hospital who will forward all such input to the Design Team, construction contractors, and other appropriate City departments. In addition, the CAC will be responsible for coordinating the establishment of the Parking Management District Committee and the Perimeter Oversight Committee.

The parties agree that the CAC will advocate for neighborhood concerns and wishes in the client relationship to be developed with the Design Team for the Project. The parties acknowledge that the success of this Agreement will require that the Design Team be available and willing to constructively address and act upon the neighborhood concerns as submitted by the CAC.

7.2 Subcommittees

Working subcommittees of the CAC will be formed during the Project's duration to provide focus on specific areas. Subcommittees will be comprised of CAC members who represent both the Hospital and the neighborhoods. Subcommittees will be chaired by CAC members and may include other residents of Cambridge and Somerville as participants.

The CAC will determine the function, membership, and reporting responsibilities of the subcommittees. Each subcommittee will be charged with reviewing specific aspects of the Project, addressing related neighborhood concerns as articulated in the attached MCNA Study Report and as identified elsewhere in this Agreement, and making recommendations to the full CAC.

Three CAC subcommittees are defined in this section, and others may be formed at the discretion of the CAC.

a. The Traffic and Parking subcommittee will review the impact of the Project on traffic and parking in the neighborhood, both during and after Project completion, and will recommend ways to coordinate the efforts of transportation departments in Cambridge and Somerville. During construction, the subcommittee will recommend and monitor methods of reducing the parking and traffic impacts on adjoining and nearby local streets.

In addition, the subcommittee will provide input for a traffic and parking study the Hospital agrees to undertake as part of the Project. The study, as further outlined in this Agreement, will recommend measures to minimize congestion and traffic hazards and will include factors such as vehicular trip generation and parking needs at the Cambridge Street facilities, traffic pattern analysis, approaches to reduce overall travel and parking demand, and traffic management alternatives. The subcommittee will coordinate with and participate in initiatives already undertaken to build general cooperation with city officials in Cambridge and Somerville and to establish a Parking Management District Committee.

b. The Design Review subcommittee will review the Project to ensure that the Project both meets the design needs of the Hospital and responds to the character and scale of the neighborhood. The subcommittee will consider the overall functional and aesthetic impact of the Project and review related factors such as building mass and placement on the site, orientation and access, construction materials, landscaping, visual and acoustic screening, lighting, and signage. Design issues of special importance include but are not necessarily limited to the compatibility of new building materials with the existing structure, impact of shadows on residential abutters, perimeter landscape treatments, and the environmental impacts of mechanical systems and the parking garage.

c. The Construction Impact subcommittee will identify issues of neighborhood impact during the Project's construction, become familiar with Project phasing and scheduling, and work closely with the Design Team and the Hospital to develop specific construction mitigation goals and enforcement procedures. The subcommittee will give special consideration to hours of construction, construction alternatives, parking for construction workers, communicating Project status to adjoining neighbors, minimizing disruptions to community services, and effective response to complaints during construction. The subcommittee will submit recommendations to the CAC regarding appropriate measures for mitigating the impact of vibrations, dust, debris, rodents and insects, and other safety hazards that may be associated with Project construction.

8.0 DESIGN AND CONSTRUCTION REVIEW

8.1 Obligations of the Parties During Project Review

a. The Role of the Hospital

1) General Support - The Hospital will support the CAC and its subcommittees during design and construction review by providing them with timely notification of the dates of each of the checkpoints listed below and by submitting to them all information pertinent to reviewing and evaluating the neighborhood impact of the Project. At all the checkpoints described in this section, the Hospital will take reasonable and appropriate action to support the work of the CAC by ensuring that the Design Team, the general contractor, and all subcontractors, as well as related departments of the City, address the requests, comments, concerns, and recommendations of the CAC.

The Hospital is solely responsible for the Project, and by its or their participation neither the CAC nor any individual member of the CAC, nor the MCNA or any of its officers, representatives or members assume any responsibility or obligation for the Project or any liabilities or obligations arising out of the Project, all of which shall be solely those of the City and Hospital and of the contractors and designers engaged by the City and Hospital, as appropriate.

2) Traffic and Parking Study - The Hospital, in cooperation with the City, agrees to sponsor a traffic and parking study which shall include measures to: a) minimize congestion and traffic hazards, b) manage traffic and parking in an efficient manner, and c) reduce overall travel demand. The Hospital agrees to discuss the scope of the traffic and parking study with the CAC and to address the criteria for the study and for the selection of any consultants to be retained for the study. The Hospital agrees to submit the final consultant report to the CAC and to the Traffic and Parking subcommittee during the Project phasing schedule in order to fulfill the review requirements of certain Project checkpoints as outlined in section 8.2 below.

The Hospital agrees, further, to ensure that Project planning and design will include special consideration and analysis of elements which pertain to the transportation impacts of the Hospital operations including: a) loading dock placement and materials management, b) overall traffic patterns and vehicular ingress and egress to the site, c) pedestrian safety and access, d) appropriate barriers and screening of vehicular activity, and e) source-point reduction of the environmental impacts of vehicular traffic.

3) Dissemination of This Agreement - The Hospital will insure that copies of this Agreement or a mutually acceptable alternative document are made a part of each and every contract and subcontract

executed for the design and implementation of the Project. Where relevant, the Hospital will incorporate additional language in such contracts to clarify appropriate contractor obligations as set forth in and implied by this Agreement.

b. The Role of the CAC and Its Subcommittees - The CAC subcommittees will address neighborhood concerns and wishes about the Project in the relevant subject areas as outlined in this Agreement and will provide recommendations and reports to the full CAC in a timely manner. The CAC will receive such recommendations and reports; review and modify them whenever it deems appropriate; and forward its own recommendations and reports to the Hospital for action at the various checkpoints described below, or as deemed appropriate by the CAC. Formal CAC approval of reports will be required whenever such reports would have the effect of changing the nature, design, or schedule of the Project. All reports, as defined below, will be submitted to the Hospital Administrator who will forward them, in a timely manner, to the Design Team, the general contractor or subcontractors, or other parties to this Agreement

c. CAC Summary Reports - At certain checkpoints identified below, the CAC will issue certain summary reports (hereinafter "Summary Reports") which will have the same full force as this Agreement and which will be binding on the parties. Summary Reports will consist of a summary of decisions or agreements reached which affect the design, construction, and operation of the Project. Formal CAC approval of Summary Reports will be required and will consist of, together with any other formal action by CAC, the approval of both co-chairs plus the majority vote approval of the remaining CAC members. CAC chairpersons will be responsible for transmitting approved Summary Reports to all parties to this Agreement and for providing a written statement to the effect that such reports have received CAC approval and are being transmitted to the parties.

8.2 Checkpoints for Design and Construction Review

a. General Conditions

1) At various times during the design and construction phases of the Project (hereinafter "Checkpoints"), and in response to the progress made by the Hospital and the Design Team, the CAC and its subcommittees will meet to review the Project in order to identify neighborhood concerns regarding the impact of the Project and to ensure that such concerns are addressed.

2) The parties recognize that the Project will likely consist of multiple design and construction phases and that the Checkpoints defined below are based on a preliminary phasing schedule. Therefore, the Hospital, Design Team, and the CAC shall delineate a final list of Checkpoints based on the final Project schedule completed by the Design Team.

3) Checkpoints do not limit or proscribe any meetings between the Hospital, the CAC and the Design Team which may be required to adequately address neighborhood concerns.

4) The parties anticipate that each Project phase will begin with an initial meeting of the Hospital, Design Team, and the CAC. At each such initial meeting, the Hospital and CAC will evaluate the progress of the CAC design review to date and consider any modifications to the design review process.

b. Checkpoints for Design Review

1) Initial Meeting with Design Team - After completion of the architect selection process, the Hospital will convene a meeting between the CAC and its subcommittees and the Design Team to initiate a process for including neighborhood concerns in the Project. The goals of this initial meeting will be to: 1) review the concerns to be addressed by each CAC subcommittee, 2) identify those issues requiring recommendations by the CAC, 3) agree to methods of communicating and reporting, 4) develop a schedule of meetings for neighborhood input into the programming of the Project, and 5) complete a final list of Checkpoints subject to the procedural review described in this section. A report will be issued by the CAC at this Checkpoint and will document all agreements reached during this initial meeting.

2) Traffic and Parking Study - The Traffic and Parking Study to be performed by the Hospital, as already defined in section 8.1 of this Agreement, will be an important determinant of subsequent masterplan and schematic designs. Therefore, as soon as possible after traffic and parking recommendations are issued, the Hospital and Design Team will meet with the Traffic and Parking and the Design Review subcommittees of the CAC to review and assess the impacts that various traffic and parking solutions would have on the masterplan and schematic designs, as well as on the neighborhood. The CAC will issue a report at this Checkpoint that will both summarize the impacts of various traffic and parking solutions and provide recommendations regarding appropriate solutions.

3) Masterplan Approval - During the initial design phase, a new masterplan (including a new phasing plan) will likely be developed and would have a significant impact on Project elements of special concern to the neighborhood, including but not limited to, the overall massing and design of the new addition, landscaping and perimeter improvements, building materials, traffic and parking impacts, materials management, and various environmental impacts. All CAC subcommittees will review the masterplan and provide recommendations on relevant aspects of the plan.

At this Checkpoint, the CAC will issue a Summary Report which will contain criteria for Project design. Therefore, the Hospital will

allow reasonable time prior to approval of its masterplan so that MCNA representatives will be able to both keep the MCNA informed and to ask for reasonable membership input prior to the final draft of the Summary Report.

4) Completion of Schematic Design - All three CAC subcommittees will be involved during this Checkpoint. The Design Review subcommittee will assess the aesthetic and environmental impacts of any alternative designs. The Traffic and Parking subcommittee will evaluate schematic designs in relation to the traffic and parking guidelines issued at Checkpoint (2). The Construction Impact subcommittee will examine the implications of Project schematics for mitigation strategies. Based on the combined assessments of all three subcommittees, the CAC will submit a report which evaluates the extent to which the schematic design(s) meet the criteria established in the prior Summary Report. The Hospital agrees to include this report as part of its written instructions to the Design Team at the beginning of the design development phase of the Project.

5) Completion of Design Development - Prior to its acceptance of a final design, the Hospital will make a full and detailed report to the CAC describing how, and to what extent, each recommendation from prior Checkpoints has been incorporated into the Project design. The Hospital agrees to accept a final design only after the Design Team has fully considered and reasonably incorporated recommendations arising from this and all prior Checkpoints. The CAC will review the final design and may issue a report if any new or unmet criteria still need incorporation into the final design.

6) Completion of Construction Documents - During this Checkpoint review, relevant subcommittees will continue to resolve any design issues which the CAC considers to be unresolved and which may have been identified in previous Summary Reports. Most importantly, this Checkpoint involves CAC identification of the mitigation objectives to be addressed by the Design Team. The Construction Impact Subcommittee will identify the mitigation objectives to be addressed by the Design Team and will submit them to the CAC for review and comment. The CAC will issue a Summary Report of its recommendations for impact mitigations. The Hospital agrees to instruct the Design Team to develop a Construction Impact Mitigation Plan (hereinafter "CIMP") based on CAC recommendations and to incorporate the CIMP into all the bidding and contract documents of the Project. The Hospital will be responsible for communicating the CIMP to the neighborhood.

c. Checkpoints for Construction Review

1) Initial Meeting with Design Team - Upon completion of construction documents for the Project, or upon completion of the first phases of the Project, as appropriate, but prior to commencement of bidding and before the pre-bid conference, the

Hospital will convene a meeting between the CAC and its subcommittees and the Design Team to discuss a process for monitoring neighborhood concerns during construction of the Project. The goals of this meeting will be to: a) review the concerns to be addressed by each CAC subcommittee, b) clarify construction issues which would be brought to the attention of the Construction Impact Subcommittee or to the CAC, c) agree to methods of communicating and reporting, d) develop a schedule of meetings for soliciting feedback from abutters and other residents who might be directly affected by the construction impacts of the Project, and e) complete a final list of Checkpoints subject to procedural review as defined in this section.

2) Contractor Selection - The Hospital will inform the CAC regarding the bidding and selection processes for major contractors and for each phase of the construction. Contractor willingness to integrate neighborhood concerns into the Project, as well as a demonstrated ability to complete projects on time with a minimum of disruption will be important criteria for evaluation and selection, to the extent possible.

3) General Contractor Preconstruction Conference - Prior to the commencement of work by each general contractor involved in the construction of the Project, the Hospital shall conduct a contractor preconstruction conference at which it shall discuss the concerns of the CAC for the implementation of the CIMP. The MCNA co-chair of the CAC, or his designee, and the chairperson of the Construction Impact Subcommittee will be invited to this meeting to assist the Hospital in presenting the CIMP. In preparation for this orientation, the Hospital shall meet with the CAC to discuss the CIMP and determine a process for reviewing regular reports from the Design Team on its implementation.

4) Progress Reports - The Hospital shall instruct the Design Team to make regular monthly reports to the CAC on the progress of construction. Such reports would summarize work completed to date, update the CAC on the construction schedule, and highlight conditions or events which are related to the CIMP or to other matters pertinent to this Agreement. Upon request of the CAC or the Construction Impact Subcommittee, these monthly reports shall include one or more of the following attachments: a) job minutes for the month in the form of copies or summaries of portions pertinent to this Agreement, b) an updated schedule of Change Orders, annotated to describe any impact each may have on this Agreement or the Summary Reports, c) an updated construction budget for perimeter landscaping clearly indicating any overruns which are being incurred by any and all contractor(s), and d) a construction schedule which shall be the Contractor's most recent version.

5) Substantial and Final Completion - Prior to Substantial Completion, and before acceptance of each punchlist on the Project, the Hospital shall instruct the Architect to meet with the CAC to

discuss concerns which may be related to unfinished work pertinent to the construction of the Project, including, but not limited to, property damage to be restored to original condition, and other concerns related to this Agreement which may be included in the Architect's punchlist. The CAC will issue a Summary Report which will delineate any agreements about work which shall be completed to meet the terms of this Agreement. Prior to final acceptance and payment to each General Contractor, the Hospital shall report to the CAC the status of all such punchlist items.

d. General Review Procedures

The parties agree that each of the Checkpoints described above will involve a common procedural approach as follows:

1) Checkpoint Meetings - Meetings to review the Project will commence after timely notification by the Hospital of an impending Checkpoint and will require reasonable efforts on the Hospital's part to disseminate pertinent information to all CAC and relevant subcommittee members.

2) CAC Comments - The CAC will submit all reports and recommendations pertaining to neighborhood concerns, including the comments of relevant subcommittees, to the Hospital for consideration by the Design Team.

3) Hospital Response - The Hospital will meet with the CAC to respond to expressed neighborhood concerns. Whenever requested by the CAC, the Hospital will make reasonable efforts to include appropriate members of the Design Team at such meetings.

4) Final Summary - At the conclusion of each Checkpoint, the Hospital will clarify for the CAC, its position on how neighborhood concerns will be, or already have been addressed.

5) At Each Checkpoint - The Hospital will make appropriate efforts to carry out the process indicated above before authorizing the Design Team to proceed to next stage of design. This process shall include reasonable time for the MCNA representatives on the CAC to disseminate information to Mid-Cambridge residents and elicit feedback from the MCNA membership.

8.3 Remedies

If the Hospital does not comply with its obligations as stated in section 8.0, the Hospital will take immediate steps to mitigate the effect of any such noncompliance, and each step shall: 1) be planned and designed promptly, 2) be executed in due course, 3) be commensurate with the Hospital noncompliance which it mitigates, and 4) affect the same area in which the noncompliance occurred.

8.4 Special Studies

Where specific issues of concern under this Agreement cannot be satisfactorily resolved in spite of best efforts among the parties, and where the additional perspective of a qualified consultant might be sought, the CAC will articulate any such concerns to the Hospital and request a special study based on independent technical advice. The Hospital agrees to earmark funds in its Project budget for these studies, in a total amount not to exceed $20,000. (The agreement to sponsor a traffic and parking study occurred prior to this Agreement and, accordingly, expenses for that study will be provided by the Hospital and will not be taken from this amount.)

The scope of any special work to be performed will be developed jointly by all parties in this agreement and CAC members will participate in the selection process for the consultants. If differences of opinion continue after such studies are completed, it will be incumbent on the parties to find other methods of coming to agreement.

9.0 ONGOING SUPPORT FOR THE PROJECT AND FOR THE HOSPITAL AREA

9.1 General Project Support - The City Manager of Cambridge will commit the technical resources and cooperation of other City departments which are required for the successful implementation of this Agreement. These departments include but are not limited to Traffic and Parking, Police, Community Development, Public Works, and Conservation. City departments will support and interact with the Design Team and construction contractors, as needed, and will coordinate with the CAC regarding issues which are under the purview of the CAC and its subcommittees. The City and Hospital will take all reasonable steps necessary to support the CAC in carrying out its responsibilities under this Agreement, including issuing timely notification of meetings, providing relevant Project information where required, and supplying technical and administrative assistance.

9.2 Parking Management District Committee

Upon execution of this Agreement, the parties agree to establish a Hospital Parking Management District and a permanent Hospital Parking Management District Committee consisting of Hospital and neighborhood representatives and representatives from relevant City departments, including the Department of Traffic and Parking and the Environmental Office. The committee will work with neighborhood representatives to identify and mitigate any adverse impacts of Hospital-related activities on residential parking on nearby streets in Cambridge and Somerville. The Parking Management District will be as follows: Fayette Street, Maple Avenue, Highland Avenue, Ellsworth Avenue, Cambridge Street between Fayette and Ellsworth, Leonard Avenue, Line Street between Cambridge Street and Leonard Avenue, Camelia Avenue.

The Parking Management District Committee will seek and encourage participation by representatives of the City of Somerville Traffic Department. If the City of Somerville chooses to participate in defining and implementing a Parking Management District, a determination will be made at such time whether to expand or alter the boundaries of the District.

The committee will be responsible for measuring and monitoring parking congestion in the District. The City agrees to provide the technical resources and other support needed to measure parking congestion in the Hospital area and to study alternatives for reducing parking demand by Hospital patients, staff, and visitors, and by contractors during construction. The committee will evaluate measures to mitigate adverse impacts on residents in the District and will recommend, as necessary, modifications to the City's parking regulations and enforcement procedures. In addition, the committee will evaluate Hospital parking management policies and recommend improvements as required to meet the mitigation goal. Such remedies may include allowing free access to Hospital parking facilities for residents of the District.

9.3 Perimeter Oversight, Planning and Maintenance

a. Perimeter Oversight - Upon execution of this Agreement, the parties agree to establish a permanent Perimeter Oversight Committee composed of Hospital and City representatives, as well as residents contiguous to the Hospital campus. Its first task will be to address the concerns of abutters regarding the impact of current Hospital operations and consider the implications for managing an ongoing perimeter maintenance program. The committee will be created during the programming and design phases of the Project and will be charged with developing guidelines and directives pertaining to such issues as post-Project management of landscape enhancements, materials management and other disruptive activities, security, and general maintenance of all perimeter improvements. After Project completion, the committee will be charged with developing a strategy for monitoring and implementing perimeter improvements, including the commitment of appropriate municipal resources.

b. Perimeter Planning - The entire perimeter of the site is a critical factor in the design of the Project and represents an opportunity to enhance the Hospital campus as a visible, high-quality landmark, both for the Hospital's neighbors and for the cities of Cambridge and Somerville. The Hospital and City agree that the design review process for the Project will include careful consideration of the perimeter and provide: 1) a clear delineation of edges and buffer zones, 2) appropriate and effective access points and visual linkage with the surrounding area, and 3) specific short- and long-term programs and strategies for

maintaining and improving edges and linkages. In addition, the Hospital and City agree that Project planning and design will include special consideration and analysis of ways to monitor and mitigate the impacts of Hospital operations on abutter neighbors, including but not limited to, defining ways to reduce overall trash generation and to prevent littering and loitering.

c. Perimeter Maintenance - The total Project budget will include funding for perimeter landscape enhancements including open space, plant materials, fencing, and lighting. After Project completion, the Hospital will commit to a perimeter maintenance budget for the upkeep and improvement of perimeter treatments.

9.4 Health Policy Board - The City and Hospital agree to seek representatives from the Mid-Cambridge neighborhood for currently available seats on the Health Policy Board and Governing Board, and the City agrees to institute changes in ordinances and by-laws that formally create an MCNA seat on both boards.

10.0 COOPERATION OF THE PARTIES

10.1 General Terms

All parties agree to work in a cooperative manner to implement this agreement. All parties commit to using the procedures outlined in this agreement to address their concerns.

10.2 Resolving General Disagreements

The parties anticipate that the CAC's structure, responsibilities, and substantive concerns as outlined in this Agreement will provide a working basis for the Project. The parties anticipate that the CAC will provide a balanced perspective that will enable Cambridge Hospital to continue providing quality health care while, at the same time, planning and managing expansion within a framework that integrates community involvement, especially neighborhood concerns.

However, the scope of this Agreement cannot anticipate, nor should it incorporate, all possible circumstances and contingencies. Moreover, specific disagreements and methods for resolving them may involve the input of persons or entities who are not parties to this Agreement. Where good faith efforts prove inadequate for resolving disagreements, this Agreement does not limit or preclude other avenues for resolution.

10.3 Amendments

Amendments may be considered where procedural or substantive issues of a serious nature arise during the implementation of this Agreement. In the event that any party desires an amendment or waiver of the terms or provisions of this memorandum of understanding, such amendment or waiver will be valid and binding

upon the parties only if executed in writing by all the parties or their representatives.

11.0 FUTURE HOSPITAL EXPANSION NOT AGREED TO

11.1 Avoiding the Need to Expand - The parties recognize that MCNA has taken the position that any future facilities expansion beyond the scope of this Project, at or in the area of the Cambridge Street facilities, will create an undue conflict with the residential character of the Mid-Cambridge neighborhood. The parties agree, therefore, to work cooperatively to preclude the need, if at all possible, for any such future expansion. Towards that objective, the Hospital agrees:

a. to provide the MCNA, upon its request, with annual updates on the facilities master plan, including alternatives to locating programs at or near the Cambridge Street facility, and

b. to make periodic assessments of the spatial requirements of the Cambridge Street facilities, to consider such actions as will be necessary, including relocating certain functions to other Hospital-owned sites, in order to alleviate the need for further expansion at or near the Cambridge Street facility, and to provide such assessments to the MCNA.

11.2 No Expansion Plans - The increase in land use density and intensity which the Project represents has raised the issue of the Project's adequacy for future Hospital needs. The Hospital has no current plans for further expansion but acknowledges citizen concerns about such projects. Recognizing that health care needs cannot be predicted, and that land use patterns in the Hospital area may change, the Hospital agrees that any future expansion, at or near the Cambridge Street facilities, would be undertaken only in accordance with the following procedural guidelines.

Any future expansion would be predicated on studies conducted by independent consultants who would be retained prior to any expansion programming. Such consultants would provide detailed analyses in three principal areas: 1) Health Care Needs Assessment, 2) Facilities Alternatives to Expansion, and 3) Impacts of Land Use Changes. The needs assessment and facilities alternatives studies would be undertaken first, and if expansion was recommended, a land use study would follow. Concurrent with the land use study, the Hospital agrees to follow a process substantially similar to the one outlined in this Agreement. Such a process will include, but will not limited to, seeking neighborhood participation through the establishment of a CAC which would review the design and implementation of any expansion project. The parties agree, further, that the understandings reached in this section will be made a part of any successor agreements.

11.3 Predisposed Opposition - Notwithstanding the consensus of the parties that the above restrictions will apply to any future expansion of the Cambridge Street facilities, nothing in this Agreement shall be construed to bind the MCNA, or any successor organization, to support such expansion in any manner or to any extent whatsoever. Furthermore, as of the date of this Agreement, the parties fully acknowledge and understand that the MCNA is predisposed to oppose any and all future expansion at or near the Cambridge Street facilities.

12.0 CONDITIONS

12.1 The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and should be disregarded in construing or interpreting any of the provisions of this Agreement.

12.2 No single part of this Agreement is binding separate from the agreement in its entirety. If the scope of the Project is reduced or changed in any way but continues to require regulatory relief and consideration, the terms and conditions will remain binding.

12.3 The terms of this Agreement begin at such time that the City, the Hospital, and the MCNA sign the Agreement. Any of the parties may choose to delay signing the Agreement without jeopardizing future opportunities to sign the Agreement.

12.4 This Agreement will be binding on any successors or assigns of the parties.

12.5 The terms, duration, and signatories of this Agreement may be altered or expanded by amendments or successor agreements that may be negotiated in the future.

12.6 Based on the preliminary phasing schedule dated December 1992, the expected duration of the Project is five years. The terms of this Agreement will continue in effect until one year after substantial completion is reached, even if the Project is delayed beyond the estimated five years.

12.7 During the one-year period after Project completion, the parties will meet at least semi-annually to evaluate compliance with the terms of this Agreement and to institute remedial measures as required.

12.8 The parties agree that a successor agreement will be required after the one-year period after Project completion to establish a mechanism for monitoring the impacts of the Project, enforcing various aspects of this Agreement, and reviewing the annual facilities planning reports to be issued by the City and Hospital as outlined in section 11.0 above.

12.9 Copies of this agreement will be attached to all contracts signed as part of the Project, and may in specific instances, be included in whole or in part as part of the body of such documents.

13.0 COMMUNICATION

Communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

City: Office of the City Manager
City Hall, 795 Massachusetts Avenue
Cambridge MA 02139

Attention: Robert Healy, City Manager

Hospital: The Cambridge Hospital
1493 Cambridge Street
Cambridge MA 02139

Attention: John G. O'Brien, Hospital Administrator

MCNA: Mid-Cambridge Neighborhood Association
c/o 18 Fayette Street
Cambridge MA 02139

Attention: John Pitkin, President

AUTHORIZATION

Each of the undersigned represents that he or she is authorized to enter into this Agreement on behalf of his or her respective constituents.

FOR THE CITY OF CAMBRIDGE:

Robert W. Healy

FOR THE CAMBRIDGE HOSPITAL:

John O'Brien

FOR THE MID-CAMBRIDGE NEIGHBORHOOD ASSOCIATION:

John Pitkin

The Cambridge Hospital

FACILITIES MASTER

Site Plan

0 5 15 30 50

Indicates to be renc

COONEY STREET

LINE STREET

CAMBRIDGE STREET

LEONARD AVENUE

CAMELIA AVE.

BICYCLE PARKING

PSYCH

DROP OFF

MACHT CENTER ← ENTRY

EXIT →

CAMB PED RED SPEC

SWING SPACE

CHILD PSYCH / CHILD DEV CTR

DROP OFF

ORTHO / POD

OXYGEN TANK

WASTE COMPACTOR

LOADING DOCK

(SECOND FLOOR)

REGIST ADMITTING

VEST.

AMBULANCES

EMERGENCY DEPARTMENT

E.D. DROP OFF

TAXI

E.D. WTG.

E.D. OFF

EMERG. DEPT.

PSYCH E.D.

ADMIN.

RADIOLOGY

SWITCH BOARD

METHADONE

ADDICTIONS

LECTURE HALL

REHAB SERVICES

ADMINISTRATION

WTC

GIFT SHOP

MAIN BUILDING

CAHILL HOUSE

EXISTING HOSPITAL PARKING LOT

PARKING TOTAL 139

A

B

C

D

E

F

G

APPENDIX A

REPORT OF THE STUDY COMMITTEE ON THE CAMBRIDGE HOSPITAL EXPANSION

The MCNA supports the core mission of the Cambridge Hospital of providing access to quality health care to all Cambridge residents, regardless of their ability to pay, and recognizes the need for the Hospital to modernize. However, concerns about the impact of large scale institutional expansion in a small scale residential neighbor should be adequately addressed.

High on the list of concerns is the design of the hospital addition. The design of the expansion should respect the residential character of the neighborhood.

The expansion takes place in a congested area of the City already struggling with severe problems with parking and traffic--a location that is not well served by public transportation. It is, therefore, essential that measure be taken to mitigate the increase in traffic, congestion, and parking demand within the neighborhood during both construction and operation of the hospital.

In addition, the proposed renovation and expansion at Cambridge City Hospital will entail a large construction project that must be accomplished in close proximity to neighborhood residences over an extended period of time, Given these circumstances, the Neighborhood is very concerned that construction impacts be mitigated through design decisions, construction procedures, monitoring process, and attention to impact upon traffic.

I. CHANGE IN THE ADVISORY COMMITTEE -

A. Membership

1. four new members
2. one should be architect
3. Review Membership every six months
4. Special Appointments when necessary for Subcommittees.

B. Change Structure

1. Representative of MCNA as Co-Chair
2. Jointly Sets Agenda
3. Neighborhood Resident members are to meet alternately alone as a committee
4. Should have official minutes

C. Staff Support of Committee

1. Organization --
   (e.g. mailings, calls)
2. Secretarial
   (photocopies of relevant documents)

3. Reimbursement for Copying and Mailings

D. Technical Support

1. consultants with expertise
2. independently selected
3. paid by city

E. Responsibility

1. meets independently of hospital with other interested neighbors
2. Regular Attendance at meetings is expected
3. reports to neighborhood
4. negotiation mitigating measures
5. design review - subcommittee
6. monitoring construction - subcommittee

F. Subcommittees

1. Design Review Committee
2. Monitoring Construction Committee

II. DESIGN CONSIDERATIONS

We are concerned that the design of this project be reviewed by the neighborhood before any plans have been finalized. To accomplish this we propose that a design review process be established as part of the agreement between the hospital and the project architect and that this process include a design review subcommittee of the Community Advisory Committee. We want assurance that the architect have a proven track record of working with neighborhood concerns.

A. Design Review Subcommittee

This design review subcommittee should include residential abutters including residents of Line Street (Somerville) and design professionals from the neighborhood. The process should at some point involve consultation with the Mid-Cambridge Conservation District Commission.

B. Specific Design Concerns:

1. Designed to Fit the Character and Style of the Neighborhood
2. New Construction be Compatible with Existing Hospital Buildings
3. Shadow Studies to Assess Impact of Residential Abutters
4. Treatment of the Edges -- How it affects Residential Abutters
5. Segment of the Budget must be Dedicated Exclusively to Landscaping
6. Provision for Open Spaces to Replace that Lost in New Construction
7. Landscaping and Planting.
8. Community Access to Open Spaces

9. Aesthetic Improve of Line Street lot (possible place for some open Space
10. Environment Impact of Mechanical Systems and Garage Ventilation (noise and pollution concerns).

III. TRAFFIC AND PARKING CONSIDERATIONS

We have serious concerns about the impacts of Hospital expansion on traffic and parking in the neighborhood both during and after construction. These include:

--Increased congestion and accident hazard at the intersection of Camelia and Highland Avenues with Cambridge St.;

--Increased congestion and delays in Inman Square;

--Volume and speed of traffic on Line St. and on side streets south of Cambridge St.;

--Excess on-street parking in vicinity of the Hospital, especially during the interval between the closing of the Camelia Ave. lot and the opening of the new garage;

--Truck traffic entering/leaving the loading dock; and

--Construction-related traffic and parking.

To reduce these impacts the Hospital should

1) cut on-site parking for staff of all kinds to the bone;

2) provide substitute transportation for staff by a combination of satellite lots, shuttle service, car pooling and increased transit service and use;

3) right-size the new garage to provide adequate splaces, but only for essential classes of users -- primarily patients and visitors; and

4) set parking fees and validation criteria to encourage patients and visitors who do drive to park in the garage rather than on street.

We believe that the right size for the new garage is no larger than two levels of underground parking (approximately 230 spaces) and may well be smaller.

We seek a commitment by the Hospital to commission a Traffic, Transportation and Parking Study to address the concerns of the neighboring community. This study should measure existing conditions, estimate probable impacts and recommend mitigating measures and

management strategies for implementation both by the Hospital and the City of Cambridge. Recommendations for management of on-street spaces should consider both existing and possible new regulatory options. The study should consider as construction alternatives,
--two parking levels,
--two parking levels with acquisition 120 Beacon St., and
--less than two parking levels with acquisition 120 Beacon St.

To insure that neighborhood concerns are adequately addressed in this study, the Community Advisory Committee should participate as an equal partner in both drafting the scope of services and reviewing the progress and findings of this study.

The study should be completed soon enough to leave the CAC sufficient time to negotiate agreements on mitigating measures and other recommendations, with the Hospital and the City, before the Conservation District Commission's hearing on the expansion project.

IV. CONSTRUCTION IMPACTS

The City needs to assure the Neighborhood that its commitment to mitigating construction impacts will be equal to its commitments to providing high-quality health care for its citizens and achieving an affordable project.

A. Agreements

The Neighborhood requests that conditions of construction and mitigating measures be defined in a binding agreement between the City and the Neighborhood Association.

The Community Advisory Committee will negotiate terms of this agreement on conditions of construction and mitigating measure with Cambridge City Hospital and the City of Cambridge based on recommendations of the technical consultants and neighborhood imput.

This agreement should be approved by the MidCambridge Neighborhood Association.

B. Monitoring

The City will also establish mechanisms for recording and responding to issues of neighborhood impact during construction, including procedures for addressing any damage to off-site structures and property.

Community Advisory Committee will be responsible for reviewing the project at critical stages for the reasonableness and completeness of mitigating measures and to advise the City Manager through his representative on the Community Advisory Committee.

In addition, a regular liaison should be established between the Community's Advisory Committee and the Building Committee.

C. Technical Consultants

In order to provide the Community Advisor's with the requisite technical advice, Neighborhood requests that the City engage a team of technical consultants to advise the Community Advisory Committee.
These should have expertise in the areas of potential impact such as geotechnical, construction planning, and traffic and parking planning. The team will be selected independently of the architect selection process and paid for by the City.

The role of the technical team will be to provide advice on design alternatives, construction requirements, and monitoring requirements during construction. They will also formulate special conditions for construction to be incorporated in the construction contract documents and provide follow-up monitoring services during construction.

The Team will make periodic reports to the Advisory Committee at critical points during the design and construction process, at least once when the schematic design has been completed, at the end of design development, at the mid-point of the construction document phase, during the final review of contract documents, and at least every 3 months during construction.

D. A List of Neighborhood Concerns

The Neighborhood has identified a number of potential impacts that will need to be addressed in this process:

1. noise
2. dust
3. traffic and parking of construction worker cars
4. repair of damage to streets by construction traffic
5. areas needed for construction staging
6. restrictions on public traffic and parking on streets
7. traffic flow of vehicles involved in deliveries and removal of materials and equipment
8. schedule and hours of construction
9. vibration and other impacts of excavation and foundation construction (piles, footings, etc.)
10. rodents

COMMITTEE MEMBERS
Fiorenza, Francis
Harris, Victoria
Metzger, Jane
O'Rahilly, Ann
Pitkin, John
Thormann, Joan
Tighe, Kathi

APPENDIX C

The Mid-Cambridge Neighborhood Association (MCNA) continues to support the core mission of the Cambridge City Hospital and recognizes its need to modernize, but will support modernization only in a manner which respects the residential character of the neighborhood, as stated in the Neighborhood Association's October 1992 resolution. While the Hospital has demonstrated its responsiveness by downsizing its expansion by 31,000 square feet and a cost of $16 million and by working energetically with neighbors to meet their concerns, unanswered concerns about the scope, mission and financial impacts of the project still remain after the limited public review of the feasibility study commissioned by the Hospital. MCNA support of the project requires satisfactory responses to these concerns as well as continued substantial progress on the matters covered by this resolution.

We, the MCNA resolve the following:

1. To endorse the resident members of the Hospital Community Advisory Committee (Sarah Bell, Antrim Street; Francis Fiorenza, Cambridge Street; Victoria Harris, Leonard Avenue; Judith Herman, Magnolia Ave.; Allan Isbitz, Fayette Street; Ron Margolis, Cambridge Street; Jane Metzger, Antrim Street; Peter Payack, Highland Avenue; John Pitkin, Fayette Street; Joan Thormann, Fayette Street; Kathi Tighe, Leonard Avenue; and Zaurie Zimmerman, Leonard Avenue) as representatives of the MCNA in all phases of the expansion project proposed by the Cambridge Hospital.

2. To accept the Report of the Study Committee on the Cambridge Hospital Expansion and to support the process proposed in the Report for ensuring that neighborhood interests are protected in all phases of the project, including:

a. the changes to the structure of the Hospital Community Advisory Committee to involve more representatives of the neighborhood and to have a representative of the MCNA as co-chair;
b. the involvement of Neighborhood representatives in designer selection and design review;
c. the commission of a new traffic and parking study to satisfactorily identify and address residents' concerns; and
d. the provision of an independent planner to assist the Community Advisory Committee in its work and availability of technical expertise as required.

3. To authorize the resident members of the Hospital Community Advisory Committee to draft a Memorandum of Understanding with Cambridge Hospital and the residents of Line Street, Somerville, regarding the future planning, design and construction of the project. Once drafted, this memorandum of understanding will be brought before the MCNA for approval.

4. To obtain credible public assurances that the proposed project is financially viable and serves the public. The MCNA authorizes its President to appoint five residents of the city of Cambridge to review the financial feasibility study by Ernst & Young and meet with representatives of the Hospital and Ernst &Young to obtain supplemental information as necessary. After conducting this review, these five residents will report to the MCNA any concerns they believe the Association should bring to the attention of the Cambridge City Council.

X Isbitz amendment: direct the resident members of the hospital CAC to (at ^)

APPENDIX D

PROPOSED MOTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE MCNA AND THE CAMBRIDGE HOSPITAL

4/28/1993

The MCNA can accept the proposed modernization and expansion of the Cambridge Hospital only if it is carried out in a manner which respects the residential neighborhood. The Association finds that the April 10 draft Agreement with the Hospital and the City of Cambridge to provide protections for the neighborhood represents substantial and encouraging progress toward this goal. Satisfactory completion of this Agreement and prompt and full implementation of its terms are essential.

The MCNA authorizes its President, with the approval of its representatives on the Community Advisory Committee, to sign a final agreement on its behalf, provided the following conditions are satisfied:

--that the Hospital Governing Board endorse final agreement and commit their support to its full implementation,

--that the City Council endorse all of the provisions of the agreement and commit to support its full implementation, including especially those provisions which may require actions by other City departments or Council authorizations.

Until these conditions are filled, the MCNA opposes City authorization of the funding for the project.

Further, MCNA actively seeks to involve and work with our neighbors in Somerville, through the MOU, if possible, and in other ways, if necessary, to further the common concerns of abutters in both cities.

Further, the MCNA authorizes the Presiding Officer to appoint representatives to the proposed Perimeter Oversight Committee and Parking Management District.

APPENDIX E-1 COMMUNITY ADVISORY COMMITTEE

HOSPITAL REPRESENTATIVES

1. Melvin Chalfen, Commissioner of Health and Hospitals
2. John O'Brien, Hospital Administrator
3. Linda Chin, Associate Administrator, Planning and Marketing

RESIDENT MEMBERS

Name	Street	Date Appointed
Sarah Bell	Muller St	March 1992
Mary Ellen Duckett	Line St	July 1992
Francis Fiorenza	Cambridge St	February 1993
William Hammer	Line St	March 1992
Victoria Harris	Leonard Ave	February 1993
Alan Isbitz	Fayette St	March 1992
Jane Metzger	Antrim St	February 1993
Peter Payack	Highland Ave	March 1992
John Pitkin	Fayette St	March 1992
Ronald Sokol-Margolis	Cambridge St	March 1992
Joan Thormann	Fayette St	February 1993
Kathi Tighe	Leonard Ave	February 1993

APPENDIX E-2 MEETINGS OF THE COMMUNITY ADVISORY COMMITTEE

1. April 16, 1992
2. April 27, 1992
3. May 18, 1992
4. June 8, 1992
5. July 1, 1992
6. July 20, 1992
7. September 10, 1992
8. October 15, 1992
9. November 2, 1992
10. November 19, 1992
11. December 1, 1992
12. December 17, 1992
13. January 13, 1993
14. February 3, 1993
15. March 8, 1993
16. March 18, 1993
17. March 31, 1993
18. May 3, 1993

APPENDIX E-3 MOU SUBCOMMITTEE MEETINGS

1. February 11, 1993
2. February 26, 1993
3. March 1, 1993
4. March 16, 1993
5. April 6, 1993
6. April 9, 1993
7. April 14, 1993
8. April 22, 1993
9. April 30, 1993
10. May 5, 1993
11. May 7, 1993
12. May 11, 1993

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15.

CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139
TEL 349-4300
FAX 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

May 17, 1993

To The Honorable, The City Council:

The MCNA and the City through the Hospital have been negotiating for several months to insure that the Hospital's expansion needs are balanced with the interests of area neighbors. The attached Memorandum of Understanding (MOU) is the product of these efforts.

As you will see upon reading it, this document is a landmark effort which we feel redefines the meaning of a community hospital.

The MCNA has authorized its president to sign this agreement once the Hospital Governing Board and the City Council have reviewed and endorsed its provisions.

It is anticipated that some elements of this agreement, such as the establishment of a Parking Management District, may require future City Council action.

We seek your support for the spirit of this agreement so as to ensure that as we go forward we successfully implement its provisions.

Very truly yours,

Robert W. Healy
City Manager

John Pitkin
President, MCNA

John G. O'Brien
Hospital Administrator

F-103

Consent Agenda #15
Memo of Understanding TCH, City of Cambridge & Mid-Camb. Neighborhood Asociation

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In City Council,
May 17, 1993

Charter Right exercised by Councillor Toomey