



City of Cambridge

Calendar Item #1

IN CITY COUNCIL

March 20, 2000

COUNCILLOR BORN

ORDERED: That the City Council take no action on motion contained in the Environment Committee Report for a hearing held on December 16, 1999 regarding a discussion on the decision by the MDC to extend permission for Arthur D. Little (ADL) and/or new owners of the ADL property to use parkland/wetland for a parking lot; and be it further

ORDERED: That the language regarding a legal challenge to the Attorney General of the agreement between MDC and the owners of ADL be stricken.

In City Council March 20, 2000.

Adopted by the affirmative vote of nine members.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

A handwritten signature in cursive script that reads "D. Margaret Drury".

D. Margaret Drury
City Clerk

Councillor Bowen

Cal #1

Ordered
Resolved
Enclosed

That the City Council ^{take action on} ~~not~~ ~~adopt~~ ~~the~~ motion contained in the
Committee Report for a hearing held on
Dec. 16, 1999 regarding a discussion on the
~~decision~~ decision by the MDC to extend
permission for Arthur O. Little (AOL)
and/or new owners of AOL property to use
parkland / wetland for a parking lot
~~be not adopted~~; and be it further

as the Attorney General

Ordered: That the language regarding a
legal challenge of the agreement
between MDC & the owners of AOL
be stricken ~~from the motion~~
~~in the Committee report~~

009

Grace Perez, Executive Director Mystic River Watershed, informed the Committee that Alewife, containing 76 miles and 21 communities, is located in the Watershed area. 43 acres of land, she stated, was turned over to the City of Medford from the MDC. She distributed information attached as **ATTACHMENT C**. Ms. Perez stated that this sets an awful precedent because the MDC was not maintaining the property. Stormwater pipes and sewerage overflows are concerns for Alewife. Sampling is being done at Alewife, she said. A volunteer monitoring system has begun. A collaborative effort has been established with Tufts students and faculty who will be doing work in the watershed. The watershed, she said, needs a lot of help and needs to be understood. She suggested that the money received by O'Neill from the MDC should be used to establish a time line for the Master Plan.

Councillor Davis asked if the Mystic River Watershed has paid staff. Ms. Perez responded in the affirmative. Councillor Davis asked if the Mystic River Watershed is similar to the Charles River Watershed. Ms. Perez responded that the Mystic River Watershed is parallel to the Charles River Watershed.

Carolyn Meith, 15 Brookford Street, representing the Coalition for Alewife, read a prepared statement which outlined the background information of the land in Alewife purchased by ADL in 1950 up to the present time including the sale of the land by ADL to O'Neill. Her prepared statement is attached as **ATTACHMENT D**. She stated that this land should not have been leased by the MDC to O'Neill/AP Cambridge Partners LLC, it should have been restored to the reservation.

Councillor Born made a motion that all pertinent material be sent to:

Commissioner Balfour
ADL
Steve Corridan
Town of Arlington
Town of Belmont
Attendees/speakers at this meeting
Robert Durand, EPA
Governor Paul Cellucci

The motion –

Carried.

Bill Monahan, Belmont Selectman, stated that 75% of the storm water runoff from Belmont flows into Alewife. The water flows from Belmont through Cambridge along Somerville and Medford and is 4 inches above sea level, he said. This creates problems with flooding. Belmont, he said, is sensitive to storm water. He further stated that the land is 4F, environmentally sensitive land, is

filled-in land and parkland. Mr. Monahan informed the Committee that Attorney General Quinn gave an opinion, which stated that public parkland cannot be leased or sold unless there is a two-thirds vote of the Legislature. The Permit signed by the MDC and O'Neill is renewable annually for 5 years; this should end after the first year, he said. Mr. Monahan suggested that Arlington, Belmont and Cambridge seek help from the Attorney General to review this matter. Arlington, Belmont and Cambridge, he said, are on the brink of a hard struggle. Councillor Born asked Mr. Monahan if he thought that the action of the MDC is in violation of the state law. Mr. Monahan responded in the affirmative. Councillor Born asked if the approval of the MDC was needed each year. Mr. Monahan responded in the affirmative.

Ann Paulsen, 90 School Street, Belmont, Representative for Belmont and Arlington, stated that the mission of the MDC is to protect and preserve public land under the purview of the MDC. However, a bigger budget is needed so that the MDC can maintain property under its jurisdiction. Alewife, she stated, is an "urban wildland", if it is preserved. The issue of flooding is important and this land creates a sponge; getting rid of the parking lot will increase the sponge area, she said. Representative Paulsen stated that the land needs to be returned to the reservation. The Permit, she stated, was signed within the last 48 – 96 hours and urged that the Permit end after one year. Representative Paulsen stated that a Master Plan is important to restore this land to an "urban wildland". She raised the issue of maintenance of the parking lot. If oil is spilled on the area, she said, the owner should be held responsible for the clean up of the area so that it will impact the restoration of the area. Representative Paulsen suggested getting rid of the parking lot and developing a Master Plan. She further stated that Article 97 of the Amendments to the Constitution requires a two-thirds vote of the Legislature for the use or disposition of public lands. The controversy exists because the MDC stated that this is not a lease, but a short-term license arrangement and this is the reason that the MDC did not have to go before the Legislature. Councillor Born asked Representative Paulsen if she encouraged this type of a plan. Representative Paulsen responded that there are some of these plans; but it should be a precedent to stop this plan.

Councillor Davis stated that there is no indication that this is public land. She asked if this agreement provided signage. Representative Paulsen stated that the language in the Permit stated that there is public access. Councillor Davis stated that the public does not know that a mile long strip of land is a public access area. She stated that she was committed to make this into public land with access either at Blair Pond or the ADL end of the land. The more people walk on this land the less likely this land will be restricted land.

George Laitie, 25 Lafayette Street, Arlington, representing Senator Robert Havern, stated that the Senator's position is that the Permit should be withdrawn and the application denied. He stated that this action is poor public policy; this is public land. He stated that it is time to reverse this precedent set by the MDC; it

is in violation of Article 97 of the Amendments to the Constitution. Flooding, he stated, exacerbates this land because of the development. He informed the Committee that Attorney General Tom Reilly would review this matter. The MDC may call this a short-term arrangement, but it is a lease, he said. He urged corporate citizens of the area to join the communities of Arlington, Belmont and Cambridge in this matter.

Diane Mahon, Arlington Selectman, informed the Committee that in August 1999 letters were sent to Commissioner Balfour and to Attorney General Tom Reilly because this lease violates Article 97 of the Amendments to the Constitution. She stated that a letter from the City of Cambridge would be beneficial. She stated that residential roads in Arlington needed to be closed off due to the flooding in East Arlington. Flooding has also become a public health issue. Any rainfall of 1 inch in an hour seems to be the problem, she said. She informed the Committee that the Arlington Selectmen have taken a vote to join with any other community in this matter.

Julia Bowdoin, Executive Director, Conservation Commission, stated that the Conservation Commission believes that the parking lot is not the best use of the land. It is a wet land and abuts Little River, she said. The land, she said, should be returned to the reservation. She stated that storm water control provisions should be added to the lease; as well as the public access issue. She stated that an opinion was also needed on Article 97.

John Bolduc, Environmental Planner, Community Development Department, urged that a parking analysis be done which could reveal that parking in the area is not necessary.

Councillor Davis stated that she favored restoring the land to wetlands and deleting the parking. She asked how can this be done. Mr. Bolduc stated that the State has a Restoration Wetland Program. Restoring this land to wetland will require removing the asphalt. This will require light engineering and major capital.

Councillor Davis asked what is the requirement of parking under the Zoning Ordinance. Mr. Bolduc stated that parking is under the minimum; the parking ratio is high.

Councillor Born stated that she noticed survey markers on the property owned by the MDC and asked what was the purpose of the survey. Mr. Bolduc responded that wetland delineation may have been the purpose. Councillor Born asked if the MDC needed written permission from private property owners to survey their land. Mr. Bolduc stated he did not know if written permission was required. Councillor Born asked if this information is public. Mr. Bolduc responded that if they filed an application this information would be a public

record. Councillor Born stated that she wanted to work with the current owners of the property.

Richard Cleary, 15 Brookford Street, Chair of the North Cambridge Stabilization Committee, stated that the conduct of the MDC is in violation of the Constitutional rights of citizens of Cambridge. In 1972, he stated, an Environmental Bill of Rights was enacted, now known as Article 97 of the Amendments to the Constitution. He also provided copies of Article 49. He stated that this land was grandfathered. This Article includes all parkland and all dispositions no matter what kind of disposition. MDC is shirking by using the word "permit", he said. This is illegal. Mr. Cleary distributed copies of Article 97 and internal correspondence of the MDC dated 1970, 1974, 1975 and 1999 and correspondence from McDermott/O'Neill & Associates dated September 20, 1999, all attached as **ATTACHMENT E**. Mr. Cleary stated that on June 23, 1999 Commission Balfour welcomed the O'Neill Group to the property and outlined the intent of the MDC to issue this permit. He stated that the decision was made by the MDC the day before the hearing and that this transaction is unconstitutional.

Lew Weitzman, 124 Montgomery Street, stated that the City Council is the body to affect this land. Flooding, he said, is a major problem; FEMA has regulations for flooding. He distributed two photographs, **ATTACHMENT F**, as follows:

ADL property	-	NOT flooded
ADL property	-	flooded, October, 1996

Mr. Weitzman offered the following course of action options:

1. Adoption of draft resolution **ATTACHMENT G**
2. Down zoning the area – (Sheila Cook petition)
parking lot is zoned as Office Space; new approach to bring this area into Open Space
3. Conservation by-laws need to be developed with teeth

Aram Hollman, 12 Whittemore Street, Arlington, requested that copies also be sent to Robert Durand, EPA and Governor Paul Cellucci. The Committee agreed to this request and the names were added to the list, as previously outlined. The rent charged the O'Neill Group, he said, is below market value. The Master Plan is a sham. The money is too low and inadequate. He suggested adopting the draft resolution submitted; referral to the Attorney General for review; rezoning and a Conservation by-law update.

Ellen Mass, 104A Inman Street, stated that the Reservation is primarily in Cambridge. She informed the Committee that she is the Coordinator of the Friends of Alewife, an eleven members, voluntary advisory board. **ATTACHMENT H**. She stated that signs would be erected in the Reservation

to identify the land as public land. She stressed the importance of a tri-town collaboration. She informed the Committee that the Friends of Alewife did not place the blue survey markers.

Eli Yarden, 143 Pleasant Street, stated that this situation would not arise if there was planning in Cambridge; there is a conflict of interest in Cambridge. The parking lot needs to be eliminated for the good of the City, he said.

Michael Brandon, 27 Seven Pines Avenue, member of the North Cambridge Stabilization Group, stated that the five-year lease automatically renews unless there is opposition. He suggested that the three cities and towns file a lawsuit. The land is undervalued and the state procurement and bidding laws are also in violation, he said. Mr. Brandon urged that outside legal counsel be utilized.

At this time Councillors Davis and Born made the following motion:

ORDERED: That the City of Cambridge consult with the towns of Arlington and Belmont, the Mystic River Watershed Association and the Alewife Coalition to address issues related to the Alewife area; and be it further

ORDERED: That the City of Cambridge join with the other communities to challenge the legality of the agreement between the Metropolitan District Commission and the owners of the ADL property to use parkland/wetland for a parking lot and seek the assistance of the Attorney General in so doing; and be it further

ORDERED: That the City Manager be and hereby is requested to forward to the City Council an analysis of the parking as required by the Zoning Ordinance at this site.

The motion carried on a voice vote.

Councillor Born stated that the Committee Report will be submitted to the full City Council on January 10, 2000.

The meeting adjourned at eight o'clock and ten minutes p. m.

For the Committee,

Kathleen L. Born
Kathleen L. Born, Chair

(Signature)

ATTACHMENT A

FAX TRANSMISSION

METROPOLITAN DISTRICT COMMISSION
Office of the General Counsel
20 Somerset Street, 2nd Floor
Boston, MA 02108
617.727.5294 x 252
Fax: 617.727.6829

[Kindly note new facsimile number]

To: Donna Lopez
Deputy City Clerk
City of Cambridge
Date: December 14, 1999

Fax #: (617) 349-4269
Pages: 6 (including cover sheet)

From: Thomas P. Gray
General Counsel

Subject: MDC-AP Cambridge Partners LLC Use and Occupancy Permit

COMMENTS:

This is a copy of the above captioned permit, fully executed, with an effective date of July 24, 1999.

I will call Julie Bowdoin tomorrow morning to follow up on this.

Thank you.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender, return the original transmission by first class US Mail and delete the material from any computer.

USE AND OCCUPANCY PERMIT

This USE AND OCCUPANCY PERMIT is by and between the Commonwealth of Massachusetts, acting by and through its METROPOLITAN DISTRICT COMMISSION ("the MDC" or "the Commission"), pursuant to the provisions of Chapters 28 and 92 of the Massachusetts General Laws, as amended, with an address of 20 Somerset Street, Boston MA 02108, and AP CAMBRIDGE PARTNERS LLC ("AP Cambridge" or "the Permittee") c/o O'Neill Properties Group LP, 1101 West DeKalb Pike, Wayne PA 19087.

WHEREAS, the Commonwealth of Massachusetts is the owner of record of a certain parcel of land presently under the care and control of the MDC situated in the City of Cambridge and the Town of Arlington, Middlesex County, Massachusetts, hereinafter referred to as the "Premises" and comprising a portion of the MDC Alewife Brook Reservation;

WHEREAS, AP Cambridge is the owner of record of land and buildings adjacent to the Premises which were formerly owned by Arthur D. Little, Inc.;

WHEREAS, by lease and permit agreement with the MDC, the said Arthur D. Little, Inc., had previously used the Premises for parking purposes, a permitted use established prior and subsequent to the enactment of Article 97 of the Articles of Amendment to the Massachusetts State Constitution; and

WHEREAS, the Permittee desires a permit to enter upon and use and occupy the Premises for the purposes set forth herein, for a transitional period not to exceed five (5) years in duration, during which time the Permittee shall be planning and implementing a phased redevelopment of its own adjacent property.

NOW THEREFORE, the MDC hereby grants to the Permittee the right to enter upon and use and occupy the Premises, but solely for parking purposes, as set forth herein, and subject to and in consideration of the following terms and conditions:

I. USE AND PURPOSE.

Entry and use are specifically, but not exclusively, granted to the Permittee, its employees, staff, contractors, agents, representatives, and invitees, for the purposes of parking vehicles on the Premises. The rights of the Permittee granted hereunder shall be exercised solely for the purposes stated within this Permit and are not assignable. Such entry and use shall be subject to review and inspection by all duly designated representatives of the MDC.

Electric, telephone and such other utilities as required by the Permittee shall be constructed and/or connected pursuant to guidelines established by the MDC.

II. ANNUAL TERM.

This Permit shall be for the term of one (1) year beginning on July 24, 1999, and shall continue in force and effect upon the same terms and conditions for no more than four (4) additional and successive one-year terms, for a period of no more than five (5) years from July 24, 1999, unless terminated as hereinafter provided.

This Permit shall not be construed as creating or vesting in the Permittee any estate in the Premises, but only the limited right of possession as hereinabove stated. The MDC shall retain the legal and physical control of the Premises. The Permittee acknowledges that the public shall be allowed to access the Premises for park use and enjoyment, subject to the rules and regulations of the Commission.

During the exercise of the rights hereby granted, the Permittee shall at all times conduct itself so as not to interfere with the operations of the MDC, and observe and obey directives from all duly designated representatives of the MDC, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

III. CONSIDERATION.

In addition to observing and performing all of the obligations and covenants set forth within this Permit, the Permittee shall assume and pay the full and sole cost of funding a phased Master Plan and design, and an initial phase of construction, encompassing the entire Alewife Brook Reservation, in an amount not to exceed \$ 50,000 per installment during the first three years of this Permit, payable in three (3) separate installments at twelve-month intervals beginning six (6) months from the effective date of this Permit. The total amount to be paid by said Permittee shall not exceed the total amount of \$ 150,000 for the phased Master Plan and design, and an initial phase of construction, as contemplated by the Commission, and shall be paid either directly to the consultant or consultants selected by the Commission, or as otherwise directed by the Commission. If this Permit continues in force and effect, the Permittee shall pay the Commission the amount of \$ 5,000 per month during the fourth and through the fifth successive year of this Permit.

The MDC will seek to establish and maintain an Expendable Trust Account directly relating to the MDC Alewife Brook Reservation, in accordance with 801 CMR 50.01, et seq., which account shall be utilized to receive not only the installment payments set forth within this Permit, but any and all other gifts and bequests earmarked by the general public and any and all other sources for the enhancement and improvement of the Reservation. The Permittee acknowledges its willingness to consider the donation of additional funding or the provision of services or materials to the Commission for the enhancement of the Reservation during the term of this Permit, with the understanding between the parties hereto that no such additional funding or such provision of services or materials by the Permittee is required by the Commission.

IV. RESPONSIBILITIES.

The Permittee shall be responsible for all costs, fees, charges and expenses incurred by the Permittee and related to the exercise of the rights granted herein, and shall observe and perform all of the obligations and covenants set forth within this Permit, to the reasonable satisfaction of the MDC. The Permittee acknowledges that it is committed to working with the MDC to enhance the Reservation and to maintaining an open, communicative relationship with area residents and community groups.

The Permittee shall comply with all applicable statutes, regulations, orders, directives, ordinances, and promulgations of law.

V. MAINTENANCE AND REPAIR.

The Permittee is authorized at its own expense to assume the full and sole costs of maintaining and repairing the existing parking lot on the Premises in its current operational condition, in any and all configuration(s) as approved for the site by the MDC. Nothing contained within this Permit shall be construed to allow the Permittee to expand or otherwise alter the site, except as expressly provided herein. The Permittee is expressly prohibited from constructing any buildings or related structures on site. The Permittee is expressly authorized to construct improvements and maintain and repair the parking lot, as directed by the MDC staff, for all purposes related to utilizing the Premises as a parking lot to serve the MDC park users and the AP Cambridge employees, staff, contractors, agents, representatives and invitees.

All plans and specifications for improvements and repairs to the Premises shall be submitted to the MDC for review and no work shall be undertaken until such plans and specifications have been approved by the MDC. The Permittee shall provide an emergency personnel and telephone directory and revise same during the term of this Permit.

VI. INSURANCE AND SECURITY.

The Permittee shall cause its contractors working on said Premises, to maintain sufficient liability insurance, with coverage for bodily injury, wrongful death, and property damage, to support the obligation of the Permittee to indemnify the Commonwealth of Massachusetts. The Permittee shall provide the MDC with all certificates of insurance therefor.

The Permittee shall be solely responsible for providing security services relating to the exercise of its rights granted hereunder.

VII. INDEMNIFICATION.

The exercise of the rights granted by this Permit shall constitute the Permittee's acceptance of complete liability for the actions or omissions of the Permittee, its contractors, agents, representatives, employees, and invitees while present upon the Premises.

The Permittee shall defend, indemnify and hold harmless the Commonwealth of Massachusetts from and against any and all claims or costs whatsoever arising from or related to the exercise by the Permittee of any rights granted hereby. The Permittee further expressly agrees not to make any claims against the Commonwealth for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by the Permittee, its contractors, agents, representatives, employees, and invitees.

Both parties hereto acknowledge that the Permittee shall not be liable for any costs or claims arising from the actions or omissions of the MDC, its contractors, agents, representatives, employees, licensees, and other permittees.

VIII. TERMINATION.

(a) This Permit may be terminated at any time by either party at its convenience, effective upon giving written notice thereof by certified mail or delivery in hand. Upon such termination, the Permittee shall be given a reasonable time, not to exceed ninety days, to wind up its affairs and remove its personal effects.

(b) If any of the terms and provisions of this Permit are violated, then this Permit shall be subject to termination by revocation by the MDC. If the MDC so elects to terminate this Permit by revocation in the event of a breach or violation of this Permit by the Permittee, the MDC shall promptly notify the Licensee, orally or in writing, detailing the breach or violation in each instance. The Permittee shall have thirty days from the receipt of said notice of revocation to remedy or cure such breach or violation. At the end of said thirty-day period, if the Permittee does not remedy or cure such breach or violation to the reasonable satisfaction of the MDC, then this Permit shall be deemed terminated.

(c) The requirement that the Permittee fully fund the aforementioned Master Plan shall expressly survive the termination of this Permit pursuant to paragraph (b) as above..

IX. MODIFICATION AND AMENDMENTS.

Modifications or amendments to this Permit shall be in writing and duly executed by both parties hereto to be effective.

X. NOTICE.

For purposes of this Permit, the parties hereto shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

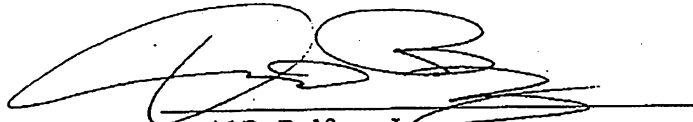
The MDC: Office of the General Counsel
Metropolitan District Commission
20 Somerset Street
Boston, MA 02108

AP Cambridge: AP Cambridge Partners LLC
c/o O'Neill Properties Group LP
1101 West DeKalb Pike
Wayne, PA 19087
Attn: Richard Heany

These addresses are subject to change upon due notice in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as a sealed instrument and signed in triplicate by their duly authorized representatives this 28th day of October, 1999.

COMMONWEALTH OF MASSACHUSETTS
by its Metropolitan District Commission



David B. Balfour, Jr.
Commissioner

AP CAMBRIDGE PARTNERS LLC



J. Brian O'Neill
Manager

Consent Communciation #8

5
A communciation was received from
Aram Hollman, transmitting a letter
sent to Secretary Robert Duran
of Environmental Affairs, relative
to the MDC's renewal of parking lot
permit for wetlands adjacent to
Arthur D. Little.

In City Council November 15, 1999

*Referred to Committee
on Environment.*

3

p. 1/4

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WHEREAS, AP Cambridge is the owner of record of land and buildings adjacent to the Premises which were formerly owned by Arthur D. Little, Inc.;

WHEREAS, by lease and permit agreement with the MDC, the said Arthur D. Little, Inc., had previously used the Premises for parking purposes, a permitted use established prior and subsequent to the enactment of Article 97 of the Articles of Amendment to the Massachusetts State Constitution; and

WHEREAS, the Permittee desires a permit to enter upon and use and occupy the Premises for the purposes set forth herein, for a transitional period not to exceed five (5) years in duration, during which time the Permittee shall be planning and implementing a phased redevelopment of its own adjacent property.

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During the exercise of the rights hereby granted, the Permittee shall at all times conduct itself so as not to interfere with the operations of the MDC, and observe and obey directives from all duly designated representatives of the MDC, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

III. CONSIDERATION.

In addition to observing and performing all of the obligations and covenants set forth within this Permit, the Permittee shall assume and pay the full and sole cost of funding a phased Master Plan and design, and an initial phase of construction, encompassing the entire Alewife Brook Reservation, in an amount not to exceed \$ 50,000 per installment during the first three years of this Permit, payable in three (3) separate installments at twelve-month intervals beginning six (6) months from the effective date of this Permit. The total amount to be paid by said Permittee shall not exceed the total amount of \$ 150,000 for the phased Master Plan and design, and an initial phase of construction, as contemplated by the Commission, and shall be paid either directly to the consultant or consultants selected by the Commission, or as otherwise directed by the Commission. If this Permit continues in force and effect, the Permittee shall pay the Commission the amount of \$ 5,000 per month during the fourth and through the fifth successive year of this Permit.

The MDC will seek to establish and maintain an Expendable Trust Account directly relating to the MDC Alewife Brook Reservation, in accordance with 801 CMR 50.01, et seq., which account shall be utilized to receive not only the installment payments set forth within this Permit, but any and all other gifts and bequests earmarked by the general public and any and all other sources for the enhancement and improvement of the Reservation. The Permittee acknowledges its willingness to consider the donation of additional funding or the provision of services or materials to the Commission for the enhancement of the Reservation during the term of this Permit, with the understanding between the parties hereto that no such additional funding or such provision of services or materials by the Permittee is required by the Commission.

IV. RESPONSIBILITIES.

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The Permittee shall comply with all applicable statutes, regulations, orders, directives, ordinances, and promulgations of law.

V. MAINTENANCE AND REPAIR.

The Permittee is authorized at its own expense to assume the full and sole costs of maintaining and repairing the existing parking lot on the Premises in its current operational condition, in any and all configuration(s) as approved for the site by the MDC. Nothing contained within this Permit shall be construed to allow the Permittee to expand or otherwise alter the site, except as expressly provided herein. The Permittee is expressly prohibited from constructing any buildings or related structures on site. The Permittee is expressly authorized to construct improvements and maintain and repair the parking lot, as directed by the MDC staff, for all purposes related to utilizing the Premises as a parking lot to serve the MDC park users and the AP Cambridge employees, staff, contractors, agents, representatives and invitees.

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The Permittee shall be solely responsible for providing security services relating to the exercise of its rights granted hereunder.

X. NOTICE.

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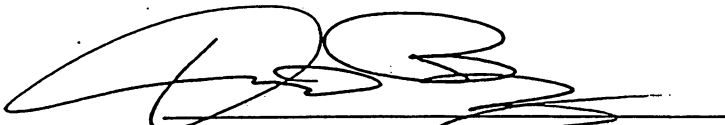
The MDC: Office of the General Counsel
Metropolitan District Commission
20 Somerset Street
Boston, MA 02108

AP Cambridge: AP Cambridge Partners LLC
c/o O'Neill Properties Group LP
1101 West DeKalb Pike
Wayne, PA 19087
Attn: Richard Heany

These addresses are subject to change upon due notice in writing.

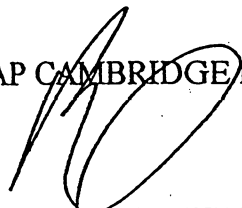
IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed as a sealed instrument and signed in triplicate by their duly authorized representatives this 28th day of October, 1999.

COMMONWEALTH OF MASSACHUSETTS
by its Metropolitan District Commission



David B. Balfour, Jr.
Commissioner

AP CAMBRIDGE PARTNERS LLC



J. Brian O'Neill
Manager

Wednesday, November 3, 1999
Secretary Robert Durand
Executive Office of Environmental Affairs
100 Camb St., Rm. 2000
Boston, MA 02202

The Coalition for Alewife requests that you exert your best effort to persuade the Metropolitan District Commission (MDC) to reverse its decision to renew a permit allowing AP Cambridge Partners LLC to use, as a parking lot, 5 acres of MDC-owned floodplain and wetland.

The land, in Cambridge, is currently used as a parking lot by the Arthur D. Little Co. ADL, having been repeatedly flooded out in recent years, is relocating, and AP Cambridge Partners has acquired the property. Both ADL and its MDC-owned parking lot are in the middle of a floodplain. Years ago, it was both a mistake and illegal for the MDC to lease its land as a parking lot. Now is the time for the MDC to terminate the lease and let the land revert to its natural state.

The land's previous use, the renewal process, and the renewal decision directly contradict state and MDC environmental policy, display coziness with developers and contempt for the public, and violate Mass. state law and Article 97 of the Mass. State Constitution. Numerous facts support this contention:

- Article 97 of the Mass. State Constitution prohibits the permit, despite the MDC's attempt to evade the prohibition by using serial, renewable, one-year leases instead of a longer-term lease, and despite the MDC's claim that allocating a few spaces for public use will make the lot "public". We urge you to review Article 97, current case law, the 1972 legal opinion by then-Attorney General Robert Quinn, and EOEA's own website, <http://www.state.ma.us/envir/art97.htm>, **EOEA ARTICLE 97 LAND DISPOSITION POLICY, FEBRUARY 19, 1998.**
- The use of floodplain and wetlands as a parking lot directly contradicts state and MDC policies which emphasize that wetlands should be reclaimed, not developed.
- The initial hearing, held on June 24, 1999, was scheduled without due public notice, in response to a request by AP Cambridge Partners to expedite the permit renewal in order to facilitate the land swap which allowed it to acquire the ADL site.
- At a subsequent hearing, on September 14, held in response to public and legislative protest over the decision, of the five Commissioners, only Commissioner Balfour appeared. Approximately 80 people appeared. Dozens testified, and opposition to the permit was almost unanimous. Among those who spoke against the permit were Reps. Anne Paulsen (Belmont-Arlington), James Marzilli (Arlington), Alice Wolfe (Cambridge), and an aide representing Sen. Robert Havern (Cambridge-Arlington). Commissioner Balfour spent much of the hearing reading a magazine.
- At a final hearing on September 16, Commissioner Balfour opened the hearing by announcing that the vote to renew the permit would proceed immediately, without public comment. In response to objections by Reps. Paulsen and Wolfe, Commissioner Balfour grudgingly allowed 20 minutes of public comment. It was clear from their demeanor that none of the four commissioners had any interest in hearing public comment. After the requisite 20 minutes, they voted unanimously to renew the permit.
- Between the initial hearing on June 24 and the final hearing on September 9, the conditions recommended for the permit, already favorable to AP Cambridge Partners, were made even more favorable, to the detriment of the land and the public. The phrase "corporate welfare" is appropriate.

Again, we appeal to you to do whatever is in your power to get this decision reversed. Our alternative is to seek legal remedy in the courts. Although we will eventually prevail, this will be costly and time-consuming for both parties, and embarrassing for Governor Cellucci.

I look forward to your earliest possible response to this request.

Sincerely,



Aram Hollman, writing for The Coalition for Alewife
12 Whittemore St., Arlington MA, 02474
home (781) 648-6417, ahollman@aol.com
work (617) 6578-3181, ahollman@nefn.com

cc: Arlington, Belmont, and Cambridge Conservation Commissions
Arlington Selectmen, Belmont Selectmen, Cambridge City Council
MA Atty. Gen. Thomas Reilly
MA State Reps. Anne Paulsen, James Marzilli, Alice Wolf
Sen. Robert Havern
Sen. Thomas Birmingham
Alewife Study Group
Friends of Alewife
Mystic River Coalition
MDC Commissioner David Balfour
Gov. Paul Cellucci

Date: Wednesday, November 03, 1999

From: Aram Hollman
12 Whittemore St.
Arlington, MA 02474
h (781) 648-6417, ahollman@aol.com
w (617) 578-3181, ahollman@nefn.com

1999 NOV -8 A 11: 55

OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

To: Cambridge City Council
795 Mass. Ave.
Cambridge, MA 02138

Re: MDC's renewal of parking lot permit for wetlands adjacent to Arthur D. Little

Enclosed is a copy of a letter that the Coalition for Alewife has sent to Secretary Robert Durand of the Executive Office of Environmental Affairs. I hope that you will support the reversion of this parking lot to wetlands. Please feel free to contact me with any questions you may have.

Thank you!



P.S. Thank you for your vote in favor of the asbestos protection ordinance!

TO: Environment Committee
FROM: Julia Bowdoin, Conservation Director
John Bolduc, Environmental Planner
DATE: December 16, 1999
RE: Arthur D. Little Parking Lot

BACKGROUND ABOUT THE SITE

- Alewife Reservation, owned by the Metropolitan District Commission (MDC), is 92 acres in area and is located primarily in Cambridge and Arlington. The property is bisected by the Little River, which flows to Alewife Brook and thence to the Mystic River. The entire Reservation is located within the 100-year floodplain and contains extensive wetlands.
- The Arthur D. Little, Inc. (ADL) complex includes about 447,000 s.f. of floor space and approximately 1,125 parking spaces (including the spaces on MDC land).
- The ADL property is located in the Office-2 zoning district. In addition, most of the property is located in the Floodplain Overlay District.
- ADL uses a five acre area of the MDC's Alewife Reservation as a parking lot. The paved parking lot is bordered to the south by the Little River and to the north and east by floodplain wetlands.

HISTORY OF THE SITE

- Alewife Reservation was created in the early 1900s with the acquisition of land for the Alewife Brook Parkway.
- ADL first leased the parking lot from the MDC in 1961; the lease expired and ADL continued to use the lot as a "tenant at will". The MDC lot contains 465 of the 1,125 parking spaces, serving the existing 447,000 s.f. of floor space.
- In 1991, ADL sought to acquire the parking lot from the Commonwealth and filed legislation through Senator Bob Havern to begin the state disposition process. Due to community objections, negotiations ensued between ADL, the MDC, and the Coalition for Alewife. No agreement was reached and the site remains part of the Alewife Reservation.
- ADL sold its Acorn Park property to AP Cambridge Partners LLC in anticipation of moving to new facilities. ADL reportedly has decided to remain at Acorn Park as a tenant.

RECENT EVENTS

- The MDC held two public hearings, once on June 24, 1999 and again on September 16, 1999, and voted in each instance to issue a permit to AP Cambridge Partners LLC (AP Cambridge) for use of the parking lot in the Alewife Reservation. The term of the permit is one-year, renewable for up to five years from the effective date of June 24, 1999.

ADDED ITEM: . . . 3906th MEETING . . . SEPTEMBER 16, 1999

VARIOUS MATTERS:

2. Report of Messrs. French and Gray, September 15, recommending that the Commission vote, consistent with the vote of the Commission on June 24, 1999, to authorize the use of the existing parking lot currently being utilized by Arthur D. Little, Inc., on MDC property located in the City of Cambridge and the Town of Arlington and within the MDC Alewife Brook Reservation by AP Cambridge Limited Partners LLC, as purchaser of the adjacent privately-held property, by means of an annual MDC permit, which permit shall allow the use of this parking lot solely for parking purposes, for a term not to exceed five (5) years from the effective date of July 24, 1999, and to authorize the Commissioner to sign said permit on its behalf.

Messrs. French and Gray further recommend that this MDC permit shall not incorporate the conditions set forth in the earlier vote of June 24, 1999, but rather shall expressly include and incorporate the following conditions:

- i. The permittee shall assume the full and sole costs of maintaining the existing parking lot in its current operational condition.
- ii. The permittee shall assume the full and sole cost of funding a phased Master Plan and design, and an initial phase of construction, encompassing the entire Alewife Brook Reservation, in an amount not to exceed \$50,000.00 per installment during the first three years of this permit, payable in three (3) separate installments at twelve-month intervals beginning six (6) months from the effective date of this permit. The total amount to be paid by said permittee shall not exceed the total amount of \$150,000.00 for the phased Master Plan and design, and an initial phase of construction, as contemplated by the Commission, and shall be paid either directly to the consultant or consultants selected by the Commission, or as otherwise directed by said Commission.
- iii. The phased Master Plan shall be conducted by the MDC Planning Office, in consultation with all interested community groups.
- iv. If this permit continues in force and effect, the permittee shall pay the Commission the amount of \$5,000.00 per month during the fourth through the fifth successive year of this permit.
- v. The permittee acknowledges that the public shall be allowed to access the premises for park use and enjoyment, subject to the rules and regulations of the Commission.




CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

BETH RUBENSTEIN

Assistant City Manager for
Community Development

Memo

TO: Julia Bowdoin, Conservation Commission Director
FROM: Susanne Rasmussen, Director of Environmental
and Transportation Planning 
DATE: 09/15/99
RE: Alewife Reservation and Acorn Park Parking Demand

You have asked whether the parking spaces on MDC land in the Alewife Reservation represent excess supply compared to what is needed to reasonably meet the demand from the Acorn Park development in the future.

In order to determine parking demand for the Acorn Park development a demand calculation would have to be made which takes into consideration the square footage of the development, the proposed use, and the maximum percentage of trips to the site that would be made by single- or high-occupancy vehicle. The anticipated percentage of trips made by auto should reflect the close proximity of the site to the Alewife T Station, which is served both by the Red Line and several local and regional bus routes.

It is possible that such a demand calculation would show that some or all of the parking spaces in the Reservation would not be needed to meet the demand for Acorn Park. I would encourage that the demand calculation be made a factor in MDC's decision whether to continue to make the parking in the Reservation available to Acorn Park, as it may be determined that this parking is not needed to meet project demand.

Handwritten mark

ATTACHMENT B

Arthur D Little

Arthur D. Little, Inc.
Acorn Park
Cambridge, Massachusetts
02140-2390 U.S.A.

Telephone (1) 617.498.5000
Fax (1) 617.498.7200

December 15, 1999

BY TELECOPY

Councillor Kathleen Born
Chair, Environment Committee
City of Cambridge
City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Dear Ms. Born:

This letter is being provided in response to your request for certain information from Arthur D. Little, Inc. regarding Arthur D. Little's operations at Acorn Park and its use of the MDC parking lot at Acorn Park.

Arthur D. Little has occupied space at Acorn Park since the early 1950's, and Acorn Park has been the company's corporate headquarters since the early 1960's. During that period of time, Arthur D. Little both owned and leased certain parcels comprising Acorn Park. The company acquired complete ownership of Acorn Park (other than the MDC parking lot) in 1997.

Since the early 1970's, Arthur D. Little has leased the MDC parking lot from the MDC, and has used it exclusively for parking employee vehicles.

In June 1999, in connection with a planned move to Watertown, Arthur D. Little sold its interest in Acorn Park to AP Cambridge Partners, LLC and AP Cambridge Partners II, LLC. These two companies are affiliated with O'Neill Properties Group, which is developing the Watertown Arsenal site. Arthur D. Little understands that, subsequent to the sale of Acorn Park, AP Cambridge Partners, LLC entered into an agreement with the MDC to use the MDC parking lot for a five year period, commencing in July 1999. Arthur D. Little was not involved in the negotiation of this agreement between the MDC and AP Cambridge Partners, LLC.

As you may be aware, Arthur D. Little has reconsidered the relocation of its corporate headquarters to Watertown and has entered into a letter of intent with AP Cambridge Partners, LLC to lease Acorn Park for an initial term of ten years, with two optional renewal terms of five years each. Based on the likelihood that Arthur D. Little will continue to use Acorn Park as its corporate headquarters for the next 10 to 20 years, Arthur D. Little is very interested in having continued access to the MDC parking lot for employee parking.

Councillor Kathleen Born
Chair, Environment Committee
December 15, 1999
Page 2

We regret that a representative from Arthur D. Little will be unable to attend the Environment Committee meeting scheduled for December 16, 1999. However, please do not hesitate to contact me at (617) 498-5659 if I can provide you with additional information.

Very truly yours,

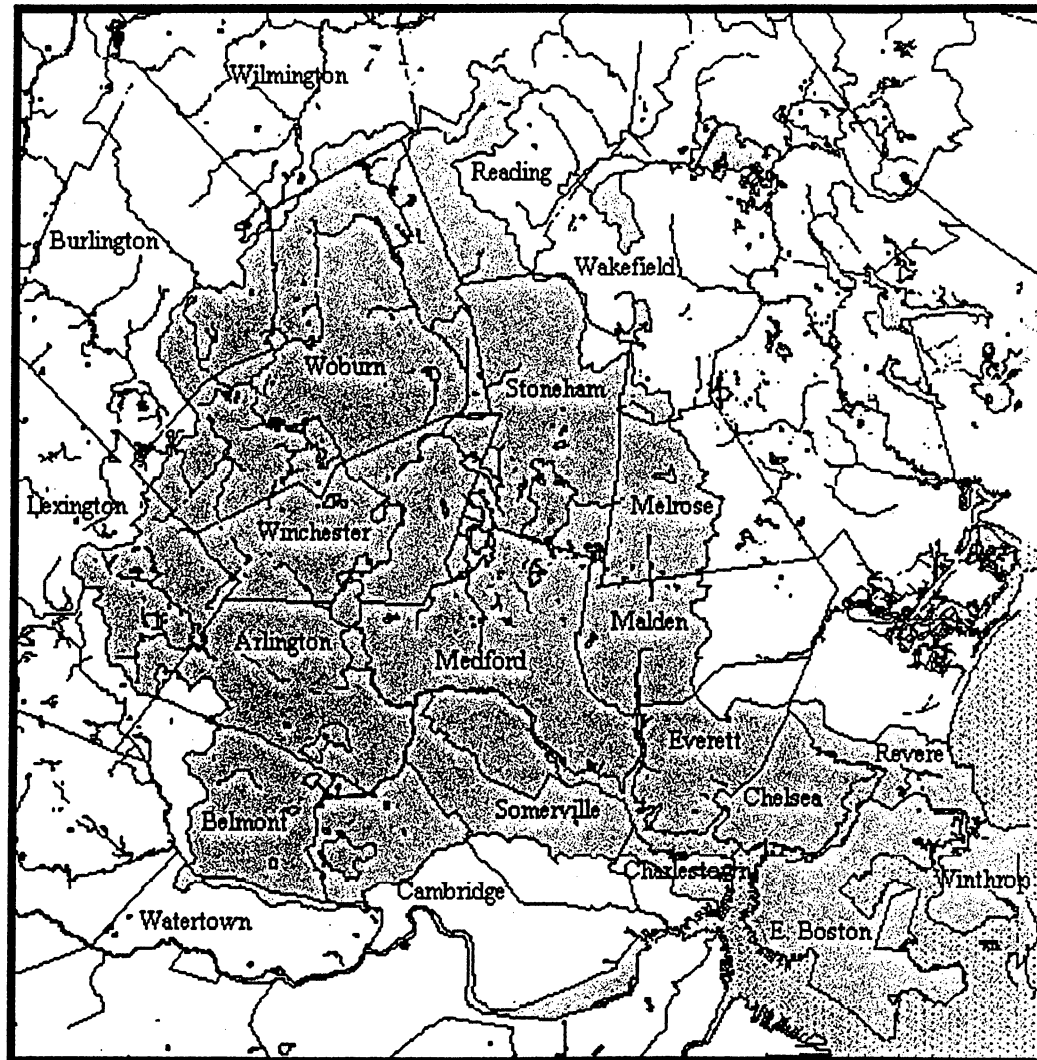


Elliot J. Mark
Associate General Counsel

cc: Donna P. Lopez, Deputy City Clerk

Mystic River Watershed

- 76 square miles
- 21 communities, in whole or part
- half a million inhabitants
- Mystic River plus tributaries: Aberjona River, Alewife Brook, Chelsea Creek, Mill Brook, Sweetwater Brook, Malden River
- >40 lakes & ponds





EXPERIENCING NATURE IN AN URBAN SETTING...

- ❖ *WALKING IN THE ALEWIFE RESERVATION.*
- ❖ *A GREAT BLUE HERON WADING ON THE MYSTIC RIVER SHORE.*
- ❖ *ROWING ON THE MALDEN RIVER.*
- ❖ *ALEWIVES SWIMMING UP THE MYSTIC RIVER AND ALEWIFE BROOK*
- ❖ *TAKING A DIP IN THE MYSTIC LAKES*
- ❖ *MERGANSERS ON THE ABERJONA RIVER*
- ❖ *AN AMERICAN WOODCOCK SPIRALING UP FROM AN OPEN MEADOW*
- ❖ *BICYCLING ALONG THE RIVER BANKS*

... ALL OF THESE ARE ONLY STEPS FROM YOUR DOOR - WITHIN THE MYSTIC RIVER WATERSHED.



OUR GEOGRAPHIC SCOPE

THE MYSTIC RIVER WATERSHED ASSOCIATION (MRWA) IS THE ONLY GRASS ROOTS MEMBERSHIP ORGANIZATION WITH A WATERSHED-WIDE FOCUS. WE ADVOCATE FOR THE PROTECTION OF THE WATERS AND RELATED RESOURCES IN THE BASIN'S 21 COMMUNITIES. IN ADDITION TO THE MYSTIC RIVER ITSELF, THIS INCLUDES THE ABERJONA RIVER, ALEWIFE BROOK, CHELSEA CREEK, MALDEN RIVER AND MILL BROOK, ALONG WITH NUMEROUS PONDS AND LAKES.

SOME OF OUR ACCOMPLISHMENTS

IN THE 1970'S, WE WORKED TO IMPLEMENT THE CLEAN WATER ACT AT THE LOCAL LEVEL.

IN THE 1980'S, WE URGED THE CLEANUP OF HAZARDOUS WASTE IN WOBURN AND ADVOCATED FOR THE PROTECTION OF WETLANDS NEAR THE ALEWIFE MBTA STATION.

IN THE 1990'S, THE ASSOCIATION'S CHARTER WAS CHANGED TO INCLUDE LOCAL GROUPS AS WELL AS INDIVIDUAL MEMBERS. THE NEWLY INVIGORATED COALITION IS PURSUING FUNDING TO FURTHER SOLIDIFY RIVER PROTECTION INTO THE 21ST CENTURY.

IT'S A SIMPLE TRUTH: THE WATERSHED'S RIVERS AND PONDS NEED YOU!

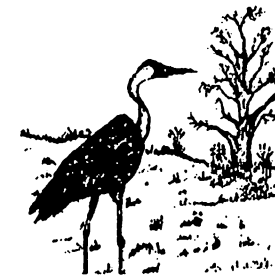
JOIN THE MYSTIC RIVER WATERSHED ASSOCIATION TODAY AND PUT YOUR DONATION TO WORK PROTECTING OUR WATERS.

OUR MEMBERSHIP INCLUDES CITIZENS AS WELL AS GRASS ROOTS ORGANIZATIONS. BY JOINING, YOU SUPPORT OUR COMMON COMMITMENT TO IMPROVING WATER QUALITY, REDUCING FLOODING, INCREASING RECREATIONAL OPPORTUNITIES, AND PROTECTING WILDLIFE AND THEIR HABITAT.

YOUR \$25 TAX DEDUCTIBLE CONTRIBUTION ENTITLES YOU TO A YEAR'S SUBSCRIPTION TO OUR NEWSLETTER (THREE ISSUES).

WE WILL MAKE SURE YOU RECEIVE INVITATIONS TO SPECIAL EVENTS LIKE OUR SPRINGTIME CELEBRATION, MYSTIC MONTH, FEATURING A 10 KM FOOT RACE THAT PARALLELS THE RETURN OF HERRING TO OUR WATERS TO SPAWN.

YOU WILL ALSO GET THE GREAT FEELING OF KNOWING THAT YOUR DONATION IS GOING TOWARDS OUR EFFORTS TO SAVE THE WATERS THAT CONNECT OUR COMMUNITIES.



BECOME A MEMBER

YES! I'D LIKE TO HELP THE MRWA IN ITS WORK TO PROTECT, CONSERVE AND RESTORE THE NATURAL RESOURCES OF THE MYSTIC RIVER WATERSHED. ENCLOSED IS MY TAX DEDUCTIBLE MEMBERSHIP CONTRIBUTION:

- | | |
|-------------|---------------|
| _____ \$25 | _____ \$45 |
| INDIVIDUAL | FAMILY |
| _____ \$60 | _____ \$75 |
| NON-PROFIT | SUPPORTER |
| _____ \$100 | _____ \$_____ |
| CORPORATE | OTHER |

_____ I'D LIKE TO VOLUNTEER

NAME _____

STREET _____

CITY, STATE _____ ZIP CODE _____

E-MAIL: _____

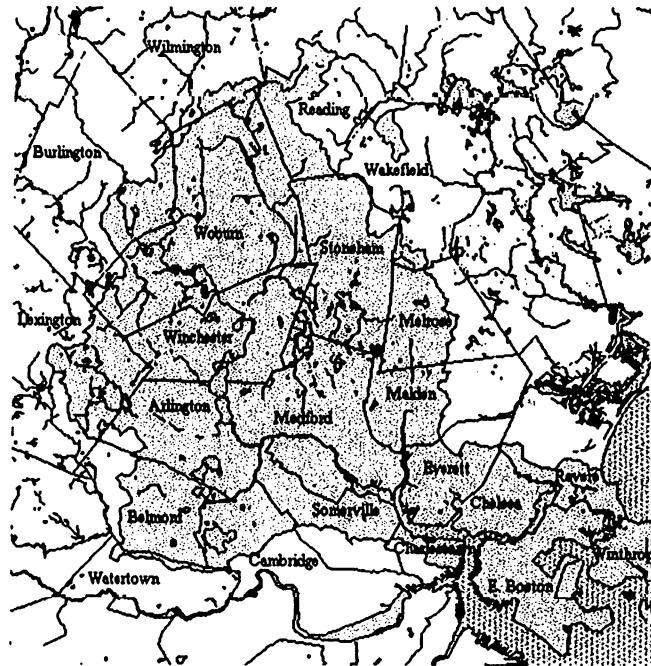
PHONE: (____) _____



MYSTIC RIVER
WATERSHED ASSOCIATION
20 ACADEMY ST., SUITE 203
ARLINGTON, MA 02476

PHONE: 781-316-3438
E-MAIL: GIPEREZ@EARTHLINK.NET

**THE MYSTIC RIVER
WATERSHED**



A WATERSHED IS A LAND AREA DRAINING TO A RIVER OR OTHER BODY OF WATER.

THE MYSTIC RIVER WATERSHED COVERS 76 SQUARE MILES. OVER 400,000 PEOPLE LIVE IN THE 21 CITIES OF THE WATERSHED. THESE INCLUDE:

- | | | |
|-----------------------------------|------------|------------|
| ARLINGTON | LEXINGTON | STONEHAM |
| BELMONT | MALDEN | WAKEFIELD |
| BOSTON (CHARLES-TOWN & E. BOSTON) | MEDFORD | WATERTOWN |
| BURLINGTON | MELROSE | WILMINGTON |
| CAMBRIDGE | READING | WINCHESTER |
| CHELSEA | REVERE | WINTHROP |
| EVERETT | SOMERVILLE | WOBURN |

VISIT OUR WEB SITE:

WWW.CEE.TUFTS.EDU/MYSTIC/INDEX.HTML



*Mystic River
Watershed
Association*

FOR 30 YEARS, WORKING TO PROTECT, RESTORE AND CONSERVE THE WATERS THAT CONNECT US.

ATTACHMENT D

BACKGROUND INFORMATION

Approximately 1950 Arthur D. Little, Inc. (ADL) purchased land in Alewife from the MDC and built Acorn Park. In 1959 they leased 5.7 acres from the MDC for a parking lot for a term of 20 years. According to Reed Weedon of ADL in a conversation with Stuart Sanders it took many loads of fill to prepare for the paving of approximately 4.3 acres.

When the lease expired in 1979 and not wanting to go through the legislature for a 2/3 vote, ADL rented the lot for \$1500/mo. for 567 parking spaces, rounded off to 500 spaces that's 10 cents a space per day. It gave them 1187 spaces for 1200 employees. What company in Cambridge wouldn't love the same deal.

In June, 1999 ADL sold their land and buildings to O'Neill/AP Cambridge Partners LLC (O'Neill), a company based in Philadelphia and the winning bidder on the Arsenal Office Park in Watertown. According to the Herald O'Neil has a joint venture agreement with Prudential Real Estate Investments for the Cambridge property. Their PR firm is the same as ADL's – McDermott/O'Neill.

O'Neill obtained a permit to use the lot for one year renewable for up to five years. They pay \$5,000 a month. \$50,000 of the annual amount for each of three years is to be use for an Alewife Master Planning Process.

Enter the Coalition for Alewife in 1987. The Alewife Transportation Advisory Committee (ATAC) agreed on a big build alternative for the new roadwork. Arlington, Belmont and Cambridge were in agreement – a rarity up to that point. Secretary of EOTC Fred Salvucci filed for the largest build alternative to date and the Coalition for Alewife of Arlington, Belmont and Cambridge was born, primarily to protect our neighborhoods and the Alewife Reservation. With the help of many residents, elected officials of the three towns (many unanimous council orders from this body), the three conservation commissions, and especially the MDC who went public and sided with the residents, we defeated "Salvucci's wall" and the MDC negotiated what was ultimately constructed. Commissioner Bhatti where are you now.

The Coalition turned its attention to the matter everyone cared about – to what the reservation needed in terms of a master plan. Before that was finished ADL filed with the legislature to purchase the parking lot parcel, not once but twice. We organized opposition to this and had 31 groups including several individuals (Steve Kaiser is a group unto himself) to speak (Sierra Club, AMC. Mass. Audubon, Mystic River Watershed Association, many neighborhood groups (N9, N10, N11, N12), East Arlington Good Neighbors, the MACC, and many others. The bill was defeated.

We then set about negotiations with ADL regarding our "Vision Plan" which grew out of our discussions about a master planning process. It had benefits for ADL and had options which went beyond "no net loss of parkland" but meant a "greater gain for the reservation" at not much cost to ADL's bottom line. We talked for over 1 ½ years to no avail. During this time we agreed not to publicly raise the issue of the rental fee or to engender any negative publicity. We were hornswoggled. Then they announced their plans to move to Weston. It's interesting that not long before this I listened to a former ADL CEO at a Chamber of Commerce luncheon extol the virtues of having a Cambridge address and thought they would never leave Cambridge. Not long after their Weston

plans failed, ADL announced it planned to move to the Watertown Arsenal site. According to the press their plans have changed again and now lease back their buildings in Alewife from the new owner, O'Neill. (No relation to Tom O'Neill we're told.)

On behalf of the Coalition I arranged to meet with ADL just prior to their Watertown announcement (unbeknownst to me) and learned of the prospective arrangements with the new owner. This seemed an opportune time and well past due to restore the parking lot to the reservation – a change of ownership and a developer no less. They could build structured parking.

Several weeks after this meeting we sent a letter to MDC Chief Commissioner David Balfour stating our position on the parking lot and our hopes for the reservation. It was hand delivered on a Friday; on the following Thursday the permit issue was on the MDC Commissioners agenda. It was only because a staff member called me at 5:45 p.m. Wednesday evening, feeling duty bound to recant that it was not on the agenda, that we had any notice of the meeting.

By 9:00 a.m. Thursday morning we had 11 people there to testify including Julia Bowden, letters from city councilors and elected officials, and residents of all three towns. They were eloquent in their testimony – without duplication. Without discussion of any of the environmental or legal issues we raised or without discussion among themselves, they voted on Phase I of the permit. Phase II was to be voted in one month's time, i.e., with the conditions fully determined.

How did the commissioners know how to vote! We later learned that the day before this first hearing that Commissioner Balfour had sent a letter to the PR firm of McDermott/O'Neill that O'Neill Partners could have use of the parking lot. That seems to bring up several violations.

The Coalition then asked for a public meeting in the neighborhoods, at a reasonable hour, and with three weeks notice. We got their last offer of two weeks notice, downtown at the MDC at 6:00 p.m. Approximately 70 people attended and 31 testified with only two in favor. Again people were so well spoken. Only Comm. Balfour attended and he read a magazine. We had four legislators there to testify and several city councilors—very disrespectful. This meeting was on a Tuesday and it was to go to a final vote on Thursday. About a dozen residents and legislators attended to make sure the other commissioners heard their arguments. They did not intend to take testimony; the public insisted. They got 20 minutes and took 40. Again the commissioners voted without any discussion 4-0. A rump meeting was held to Atty Grey of the MDC regarding the conditions that might be inserted. The Councilors should have received by now a signed copy of the permit from the MDC via Ms. Lopez.

We have been educating the public about the issues surrounding the parking lot: environmental: public parkland, in a wetlands and a 100-year flood plain and legal ones (which some one else will address) through the press, cable TV, a rally at Routes 2 & 16, a signature petition where we obtained over 400 signatures at Arlington Town Day and the Cambridge River Festival as well as distributing flyers and brochures. We've been to each town's conservation commission and governing body. We now look to you for your support.

This land should never have been leased in the first place. It is well past time to restore it to the reservation for a whole host of reasons, not the least of which it is needed for the absorption of storm water.

Thank you.

Henry

ATTACHMENT E

**Amend. Art. 48, Gen. Prov., Pt. 7
Note 3**

CONSTITUTION

3. Tabulation of results

Provision of M.G.L.A. c. 54, § 115, requiring that the Governor tabulate votes on any question before electorate is as much a part of election process as is casting of votes, and the declaration of result of election is an indispens-

able adjunct to that process, and the only method by which approval of proposed constitutional amendment by majority of voters might be ascertained is from the provisions of election laws. Opinion of the Justices (1972) 287 N.E.2d 910, 362 Mass. 907.

**VIII. ARTICLES IX AND XLII OF AMENDMENTS
OF THE CONSTITUTION ANNULLED.**

Article IX and Article XLII of the amendments of the constitution are hereby annulled.

Art. XLIX. Right of people to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment

ART. XLIX. The people shall have the right to clean air and water, freedom from excessive and unnecessary noise; and the natural, scenic, historic, and esthetic qualities of their environment; and the protection of the people in their right to the conservation, development and utilization of the agricultural mineral, forest, water, air and other natural resources is hereby declared to be a public purpose.

The general court shall have the power to enact legislation necessary or expedient to protect such rights.

In the furtherance of the foregoing powers, the general court shall have the power to provide for the taking, upon payment of just compensation therefor or for the acquisition by purchase or otherwise, of lands and easements or such other interests therein as may be deemed necessary to accomplish these purposes.

Lands and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the general court.

Historical Notes

The Forty-eighth Article of Amendment was submitted, by delegate in convention assembled, November 28, 1917, the Forty-ninth Article of Amendment, August 7, 1918, the Fiftieth to the Sixtieth Articles of Amendment, inclusive, August 15, 1918, the Sixty-first to the Sixty-fourth Articles of Amendment, inclusive, August 20, 1918, and the Sixty-fifth and Sixty-sixth Articles of Amendment, August 21, 1918, to the people, and by them ratified and adopted November 5, 1918.

In 1972 the Ninety-seventh Article of Amendment annulled original Article Forty-nine and adopted the present Article Forty-nine in place thereof.

The original Forty-ninth Article of Amendment provided:

"Art. XLIX. The conservation, development and utilization of the agricultural, mineral, forest, water and other natural resources of the commonwealth are public uses, and the general court shall have power to provide for the taking upon payment of just compensation therefor, of lands and easements or interests therein, including water and mineral rights, for the purpose of securing and promoting the proper conservation, development, utilization and control thereof and to enact legislation necessary or expedient therefor."

project, where the amount of the borrowing includes One Hundred Thirty Thousand Dollars for new equipment and furnishings. The approval of the Emergency Finance Board is required by St. 1948, c. 64, § 8. The answer to your question depends upon the construction of the definition of "approved school project" as that term is used in the statutes relating to construction of school buildings.

The term "approved school project" was first defined in St. 1948, c. 64, § 5, but no mention was made in the original definition of equipment or furnishings. The definition was amended by St. 1950, c. 490, so that it read as follows:

" 'Approved school project' shall mean any project for the construction or enlargement of a regional or consolidated school or of any public schoolhouse in any city or town, and shall include the original equipment and furnishings, whether movable or built in, to complete said project, the contract or contracts for which shall have been awarded on or after January first, nineteen hundred and forty-six, by any city, town or regional school building committee, which has been approved by the commission for the purposes of sections seven through nine, inclusive." (Emphasis supplied.)

The definition was again amended in 1968 by St. 1968, c. 754, § 1, to add the following sentence:

"Approved school project shall also mean any project for the reconstruction, remodeling, rehabilitation and modernization of any schoolhouse in lieu of which, proper utilization of the present educational facilities would require complete structure replacement, the contract or contracts for which shall have been awarded on or after January first, nineteen hundred and sixty-eight, by any city, town or regional school building committee, which has been approved by the commission for the purposes of section seven through nine, inclusive, provided that the amount of money provided from the commonwealth for such reconstruction, remodeling, rehabilitation and modernization shall be limited to one third of the expenditure for new construction for the previous year."

In the light of the amended definition of "approved school project" the question for resolution is whether the Board may approve a borrowing which includes an amount for new equipment and furnishings when such equipment and furnishings are not the original equipment and furnishings. I answer the question in the affirmative.

I am of the opinion that the statute should be liberally construed in view of its purpose which is to facilitate the reconstruction, remodeling, rehabilitation and modernization of presently existing school buildings. Clearly, "rehabilitation" and "modernization" of schools encompass replacement of equipment and furnishings, as that step can be as effective as changes to the fabric of a building in promoting the statutory objective. Accordingly, I conclude that the Emergency Finance Board

may grant approval for the City of Braintree to borrow an amount of money which includes a sum allocated for replacement of equipment and furnishings.

Very truly yours,
ROBERT H. QUINN
Attorney General

June 6, 1973

Number 45

Honorable David M. Bartley
*Speaker of the House of
Representatives*
State House
Boston, Massachusetts

Dear Speaker Bartley:

The House of Representatives, by H. 1085, has addressed to me several questions regarding Article 97 of the Articles of Amendment to the Constitution of Massachusetts. Establishing the right to a clean environment for the citizens of Massachusetts, Article 97 was submitted to the voters on the November 1972 ballot and was approved. The questions of the House go to the provision in the Article requiring that acts concerning the disposition of, or certain changes in, the use of certain public lands be approved by a two-thirds roll-call vote of each branch of the General Court.

Specifically, your questions are as follows:

1. Do the provisions of the first paragraph of Article XCVII of the Articles of the Amendments to the Constitution requiring a two thirds vote by each branch of the general court, before a change can be made in the use or disposition of land and easements acquired for a purpose described in said Article, apply to all land and easements held for such a purpose regardless of the date of acquisition, or in the alternative, do they apply only to land and easements acquired for such purposes after the effective date of said Article of Amendments?
2. Does the disposition or change of use of land held for park purposes require a two thirds vote, to be taken by the yeas and nays of each branch of the general court, as provided in Article XCVII of the Articles of the Amendments to the Constitution, or would a majority vote of each branch be sufficient for approval?
3. Do the words "natural resources" as used in the first paragraph of Article XCVII of the Articles of the Amendments to the Constitution include ocean, shellfish and inland fisheries; wild birds, including song and insectivorous birds; wild mammals and game; sea and fresh water fish of every

their environment." The fulfillment of these rights is uniquely secured by parkland acquisition. As the Supreme Judicial Court declared,

"The healthful and civilizing influence of parks in or near congested areas of population is of more than local interest and becomes a concern of the State under modern conditions. It relates not only to the public health in its narrow sense, but to broader considerations of exercise, refreshment, and enjoyment." *Higginson v. Treasurer and School House Commissioners of Boston*, 212 Mass. 583, 590; see also *Higginson v. Inhabitants of Nahant*, 11 Allen 530, 536.

A second major purpose of Article 97 is "the protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources." Parkland protection can afford not only the conservation of forests and air but also a means of utilizing these resources in harmony with their conservation. Parkland can undeniably be said to be acquired for the purposes in Article 97 and is thus subject to the two-thirds roll-call requirement.

This question as to parks raises a further practical matter in regard to implementing Article 97 which warrants further discussion. The requirement that the Legislature employ to explain its actions can be of countless degrees of specificity or generality and land might conceivably be acquired for general recreation purposes or for very explicit uses such as the playing of baseball, the flying of kites, for evening strolls or for Sunday afternoon concerts. Undoubtedly, to the average man, such land would be seen as a park but at even a more legalistic level it clearly can also be observed that such land was acquired, in the language of Article 97, because it was a "resource" which could best be "utilized" and "developed" by being "conserved" within a park. But it is not surprising that most land taken or acquired for public use is acquired under specific terms of statutes which may not match verbatim the more general terms found in Article 10 of the Declaration of Rights of the Constitution or in Articles 39, 43, 49, 51 and 97 of the Amendments. Land originally acquired for limited or specified public purposes is thus not to be excluded from the operation of the two-thirds roll-call vote requirement for lack of express invocation of the more general purposes of Article 97. Rather the scope of the Amendment is to be very broadly construed, not only because of the greater broadness in "public purposes" changed from "public uses" appearing in Article 49, but also because Article 97 establishes that the protection to be afforded by the Amendment is not only of public uses but of certain express rights of the people.

Thus, all land, easements and interests therein are covered by Article 97 if taken or acquired for "the protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources" as these terms

are broadly construed. While small greens remaining as the result of closing public highways may be excluded, it is suggested that parks, monuments, reservations, athletic fields, concert areas and playgrounds qualify. Given the spirit of the Amendment and the duty of the General Court, it would seem prudent to classify lands and easements acquired for specific purposes not found verbatim in Article 97 nevertheless subject to Article 97 if reasonable doubt exists concerning their actual status.

The third question of the House asks, in effect, how the words "natural resources," as appearing in Article 97, are to be defined.

Several statutes offer assistance to the General Court, all without defining what are "natural resources." General Laws c. 21, § 1 defines "natural resources," for the purposes of Department of Natural Resources jurisdiction, as including

"ocean, shellfish and inland fisheries; wild birds, including song and insectivorous birds, wild mammals and game; sea and fresh water fish of every description; forests and all uncultivated flora, together with public shade and ornamental trees and shrubs; land, soil and soil resources, lakes, ponds, streams, coastal, underground and surface waters; minerals and natural deposits."

In addition, G. L. c. 12, § 11D, establishing a Division of Environmental Protection in my Department, uses the words "natural resources" in such a way as to include air, water, "rivers, streams, flood plains, lakes, ponds or other surface or subsurface water resources" and "beaches, dunes, marine resources, wetlands, open spaces, natural areas, parks or historic districts or sites." General Laws c. 214, § 10A, the so-called citizen-suit statute, contains a recitation substantially identical. To these lists Article 97 would add only "agricultural" resources.

It is safe to say, as a consequence, that the term "natural resources" should be taken to signify at least these catalogued items, as a minimum. Public lands taken or acquired to conserve, develop or utilize any of these resources are thus subject to Article 97.

It is apparent that the General Court has never sought to apply any limitation to the term "natural resources" but instead has viewed the term as an evolving one which should be expanded according to the needs of the time and the term was originally inserted in our Constitution for just that reason. See *Debate of the Constitutional Convention - 1917-1918*, p. 595. The resources enumerated above should, therefore, be regarded as examples of and not delimiting what are "natural resources."

4. The fourth question of the House requires a determination of the scope of activities which is intended by the words: "shall not be used for other purposes or otherwise disposed of."

The term "disposed" has never developed a precise legal meaning. As the Supreme Court has noted, "The word is *nomen generalissimum*, and standing by itself, without qualification, has no technical significa-

tion." *Phelps v. Harris*, 101 U.S. 370, 381 (1880). The Supreme Court has indicated however, that "disposition" may include a lease. *U.S. v. Gratiot*, 39 U.S. 526 (1840). Other cases on unrelated subjects suggest that in Massachusetts the word "dispose" can include all forms of transfer no matter how complete or incomplete. *Rogers v. Goodwin*, 2 Mass. 475; *Woodbridge v. Jones*, 183 Mass. 549; *Lord v. Smith*, 293 Mass. 555.

In this absence of precise legal meaning, *Webster's Third New International Dictionary* is helpful. "Dispose of" is defined as "to transfer into new hands or to the control of someone else." A change in physical or legal control would thus prove to be controlling.

I therefore conclude that the "dispositions" for which a two-thirds roll-call vote of each branch of the General Court is required include transfers of legal or physical control between agencies of government, between political subdivisions, and between levels of government, of lands, easements and interests therein originally taken or acquired for the purposes stated in Article 97, and transfers from public ownership to private. Outright conveyance, takings by eminent domain, long-term and short-term leases of whatever length, the granting or taking of easements and all means of transfer or change of legal or physical control are thereby covered, without limitation and without regard to whether the transfer be for the same or different uses or consistent or inconsistent purposes.

This interpretation affords a more objective test, and is more easily applied, than "used for other purposes." Under Article 97 that standard must be applied by the Legislature, however, in circumstances which cannot be characterized as a disposition — that is, when a transfer or change in physical or legal control does not occur. A change of use within a governmental agency or within a political subdivision would serve as an apt example. Within any agency or political subdivision any land, easement or interest therein, if originally taken or acquired for the purposes stated in Article 97, may not be "used for other purposes" without the requisite two-thirds roll-call vote of each branch of the General Court.

It may be helpful to note how Article 97 is to be read with the so-called doctrine of "prior public use," application of which also turns on changes in use. That doctrine holds that

"public lands devoted to one public use cannot be diverted to another inconsistent public use without plain and explicit legislation authorizing the diversion." *Robbins v. Department of Public Works*, 355 Mass. 328, 330 and cases there cited.

The doctrine of "prior public use" is derived from many early cases which establish its applicability to transfers between corporations and authority over water and railroad easements. *E.g.*, *Old Colony Railroad Company v. Framingham Water Company*, 153 Mass. 561; *Boston Water Power Company v. Boston and Worcester Railroad Corporation*,

Pick, 360; *Boston and Maine Railroad v. Lowell and Lawrence Railroad Company*, 124 Mass. 368; *Eastern Railroad Company v. Boston and Maine Railroad*, 111 Mass. 125, and *Housatonic Railroad Company v. Lee and Hudson Railroad Company*, 118 Mass. 391. The doctrine was also applied at an early date to transfers between such corporations and municipalities and counties. *E.g.*, *Boston and Albany Railroad Company v. City Council of Cambridge*, 166 Mass. 224 (eminent domain taking of railroad land); *Eldredge v. County Commissioners of Norfolk*, 185 Mass. 186 (eminent domain taking of railroad easement); *West Boston Bridge v. County Commissioners of Middlesex*, 10 Pick. 270 (eminent domain taking of turnpike land), and *Inhabitants of Springfield v. Connecticut River Railroad Co.*, 4 Cush. 63 (eminent domain taking of a public way).

The doctrine of "prior public use" has in more modern times been applied to the following transfers between governmental agencies or political subdivisions: a) a transfer between state agencies, *Robbins v. Department of Public Works*, 355 Mass. 328 (eminent domain taking of Metropolitan District Commission wetlands), b) transfers between a state agency and a special state authority, *Commonwealth v. Massachusetts Turnpike Authority*, 346 Mass. 250 (eminent domain taking of MDC land) and see *Loschi v. Massachusetts Port Authority*, 354 Mass. 53 (eminent domain taking of parkland), c) a transfer between a special state commission and special state authority, *Gould v. Greylock Reservation Commission*, 350 Mass. 410 (lease of portions of Mount Greylock), d) transfers between municipalities, *City of Boston v. Inhabitants of Brookline*, 156 Mass. 172 (eminent domain taking of water easement) and *Inhabitants of Quincy v. City of Boston*, 148 Mass. 389 (eminent domain taking of a public way), e) transfers between state agencies and municipalities, *Town of Brookline v. Metropolitan District Commission*, 357 Mass. 435 (eminent domain taking of parkland) and *City of Boston v. Massachusetts Port Authority*, 356 Mass. 741 (eminent domain taking of a park), f) a transfer between a special state authority and a municipality, *Appleton v. Massachusetts Parking Authority*, 346 Mass. 303 (1960) (eminent domain, Boston Common), g) a transfer between a state agency and a county, *Abbot v. Commissioners of the County of Dukes County*, 357 Mass. 784 (Department of Natural Resources grant of avigation easement), and h) transfers between counties and municipalities, *Town of Needham v. County Commissioners of Norfolk*, 324 Mass. 293 (eminent domain taking of common and park lands) and *Inhabitants of Easthampton v. County Commissioners of Hampshire*, 154 Mass. 424 (eminent domain taking of school lot).

The doctrine has also been applied to the following changes of use of public lands within governmental agencies or within political subdivisions: a) intra-agency uses, *Sacco v. Department of Public Works*, 357 Mass. 670 (filling a portion of a Great Pond), b) intramunicipality uses, *Higginson v. Treasurer and School House Commissioners of Boston*, 212 Mass. 583 (erecting a building on a public park), and see *Kean v. Stetson*, 5 Pick. 492 (road built adjoining a river), and c) intracounty

description; forests and all uncultivated flora, together with public shade and ornamental trees and shrubs; land, soil and soil resources, lakes, ponds, streams, coastal, underground and surface waters; minerals and natural deposits, as formerly set out in the definition of the words "natural resources" in paragraph two of section one of chapter twenty-one of the General Laws?

4. Do the provisions of the fourth paragraph of Article XCVII of the Articles of the Amendments to the Constitution apply to any or all of the following means of disposition or change in use of land held for a public purpose: conveyance of land; long-term lease for inconsistent use; short-term lease, two years or less, for an inconsistent use; the granting or giving of an easement for an inconsistent use; or any agency action with regard to land under its control if an inconsistent use?

The proposed amendment to the Constitution was agreed to by a majority of the members of the Senate and the House of Representatives, in joint session, on August 5, 1969 and again on May 12, 1971, and became part of the Constitution by approval by the voters at the state election next following, on November 7, 1972. The full text of Article is as follows:

ART. XCVII. Article XLIX of the Amendments to the Constitution is hereby annulled and the following is adopted in place thereof: — The people shall have the right to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment; and the protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources is hereby declared to be a public purpose.

The general court shall have the power to enact legislation necessary or expedient to protect such rights.

In the furtherance of the foregoing powers, the general court shall have the power to provide for the taking, upon payment of just compensation therefor, or for the acquisition by purchase or otherwise, of lands and easements or such other interests therein as may be deemed necessary to accomplish these purposes.

Lands and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court.

1. The first question of the House of Representatives asks, in effect, whether the two-thirds roll-call vote requirement is retroactive, to be applied to lands and easements acquired prior to the effective date of Article 97, November 7, 1972. For the reasons below, I answer in the affirmative.

General Court did not propose this Amendment nor was it applied by the public without a sense of history nor void of a purpose. Examination of our constitutional amendment. Establishes that the two-thirds roll-call vote requirement applies to public lands wherever taken or acquired.

Under the General Court was empowered to provide for the acquisition of lands, easements and interests therein for the purpose of securing and promoting the proper conservation, development and control of the agricultural, mineral, forest, water and other natural resources of the commonwealth. Although in this catalogue as it appears in Article 97, the article slightly broader than the supplanted Article which the General Court may provide for the taking of land; it is clear that land taken or acquired under the former Article nearly fifty years is now to be subjected to the two-thirds vote requirement for changes in use or other dispositions. Indeed, land which was taken or acquired is now subject to the new voting requirement. The original draftsmen of our Constitution prudently included in Article 97 of the Declaration of Rights a broad constitutional basis for the application of public uses, without limitation of "public uses."-By way of acts of the Legislature as well as the generous gifts of many of our citizens, the Commonwealth and towns have acquired parkland and reservations which we justly proud. To claim that new Article 97 does not give the same protection for all these existing public lands as the foresight of future legislators or the generosity of our citizens to ignore public purposes deemed important in our laws since the beginning of our Commonwealth.

Moreover, if the amendment were only prospective in effect, it would be virtually meaningless. In our Commonwealth, with a life commencing in the early days of settlement, it is most unlikely that the voters would choose to protect only those acres here and there. The many thousands already held for public purposes. The intent of our Supreme Judicial Court concerning the earlier Article is applicable: "It must be presumed that the convention people approved and ratified the Forty-ninth Amendment in reference to the practical affairs of mankind and not as a mere announcement." *Opinion of the Justices*, 237 Mass. 598, 608.

2. In its question the House asks, in effect, whether the two-thirds roll-call vote requirement applies to land held for park purposes, as the term is generally understood. My answer is in the affirmative.

One of the purposes of Article 97 is to secure that the people shall have the right to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment.

uses, *Bauer v. Mitchell*, 247 Mass. 522 (discharging sewage upon school land). The doctrine may also possibly reach *de facto* changes in use, e.g., *Pilgrim Real Estate Inc. v. Superintendent of Police of Boston*, 330 Mass. 250 (parking of cars on park area) and may be available to protect reservation land held by charitable corporations, e.g., *Trustees of Reservations v. Town of Stockbridge*, 348 Mass. 511 (eminent domain).

In addition to these extensions of the doctrine, special statutory protections, codifying the doctrine of "prior public use," are afforded local parkland and commons by G. L. c. 45 and public cemeteries by G. L. c. 114, §§ 17, 41. As to changes in use of public lands held by municipalities or counties, generally, see G. L. c. 40, § 15A and G. L. c. 214, § 3(11).

This is the background against which Article 97 was approved. The doctrine of "prior public use" requires legislative action, by majority vote, to divert land from one public use to another inconsistent public use. As the cases discussed above indicate, the doctrine requires an act of the Legislature regardless whether the land in question is held by the Commonwealth, its agencies, special authorities and commissions, political subdivisions or certain corporations granted powers of the sovereign. And the doctrine applies regardless whether the public use for which the land in question is held is a conservation purpose.

As to all such changes in use previously covered by the doctrine of "prior public use" the new Article 97 will only change the requisite vote of the Legislature from majority to two thirds. Article 97 is designed to supplement, not supplant, the doctrine of "prior public use."

Article 97 will be of special significance, though, where the doctrine of "prior public use" has not yet been applied. For instance, legislation and a two-thirds roll-call vote of the Legislature will now for the first time be required even where a transfer of land or easement between governmental agencies, between political subdivisions, or between levels of government is made with no change in the use of the land, and even where a transfer is from public control to private.

Whether legislation pending before the General Court is subject to Article 97, or the doctrine of "prior public use," or both, it is recommended that the legislation meet the high standard of specificity set by the Supreme Judicial Court in a case involving the doctrine of "prior public use":

"We think it is essential to the expression of plain and explicit authority to divert [public lands] to a new and inconsistent public use that the Legislature identify the land and that there appear in the legislation not only a statement of the new use but a statement or recital showing in some way legislative awareness of the existing public use. In short, the legislation should express not merely the public will for the new use but its willingness to surrender or forgo the existing use." (Footnote omitted.) *Robbins v. Department of Public Works*, 355 Mass. 328, 331.

Each piece of legislation which may be subject to Article 97 should, in addition, be drawn so as to identify the parties to any planned disposition of the land.

CONCLUSIONS

Article 97 of the Amendments to the Massachusetts Constitution establishes the right of the people to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic and esthetic qualities of their environment. The protection of the people in their right to the conservation, development and utilization of the agricultural, mineral, forest, water, air and other natural resources is declared to be a public purpose. Lands, easements and interests therein taken or acquired for such public purposes are not to be disposed of or used for other purposes except by two-thirds roll-call vote of both the Massachusetts Senate and House of Representatives.

Answering the questions of the House of Representatives I advise that the two-thirds roll-call vote requirement of Article 97 applies to all lands, easements and interests therein *whenever* taken or acquired for Article 97 conservation, development or utilization purposes, even prior to the effective date of Article 97, November 7, 1972. The Amendment applies to land, easements and interests therein held by the Commonwealth, or any of its agencies or political subdivisions, such as cities, towns and counties.

I advise that "natural resources" given protection under Article 97 would include at the very least, without limitation: air, water, wetlands, rivers, streams, lakes, ponds, coastal, underground and surface waters, flood plains, seashores, dunes, marine resources, ocean, shellfish and inland fisheries, wild birds including song and insectivorous birds, wild mammals and game, sea and fresh water fish of every description, forests and all uncultivated flora, together with public shade and ornamental trees and shrubs, land, soil and soil resources, minerals and natural deposits, agricultural resources, open spaces, natural areas, and parks and historic districts or sites.

I advise that Article 97 requires a two-thirds roll-call vote of the Massachusetts Senate and House of Representatives for all transfers between agencies of government and between political subdivisions of lands, easements or interests therein originally taken or acquired for Article 97 purposes, and transfers of such land, easements or interests therein from one level of government to another, or from public ownership to private. This is so without regard to whether the transfer be for the same or different uses or consistent or inconsistent purposes. I advise because such transfers are "dispositions" under the terms of the new Amendment, and because "disposition" includes any change in legal or physical control, including but not limited to outright conveyance, eminent domain takings, long and short-term leases of whatever length and the granting or taking of easements.

I also advise that *intra*-agency changes in uses of land from Article 97 purposes, although they are not "dispositions," are similarly subject to the two-thirds roll-call vote requirement.

Read against the background of the existing doctrine of "prior public use," Article 97 will thus for the first time require legislation and a special vote of the Legislature even where a transfer of land between governmental agencies, between political subdivisions or between levels of government results in no change in the use of land, and even where the transfer is made from public control to private. I suggest that when legislation pending before the General Court is subject to Article 97, the doctrine of "prior public use," or both, the very highest standard of specificity should be required of the draftsmen to assure that legislation clearly identifies the locus, the present public uses of the land, the new uses contemplated, if any, and the parties to any contemplated "disposition" of the land.

In short, Article 97 seeks to prevent government from ill-considered misuse or other disposition of public lands and interests held for conservation, development or utilization of natural resources. If land in which a portion of the public's natural resources may be forever lost, and no less so than by outright transfer. Article 97 thus provides a new range of protection for public lands far beyond existing law and much to the benefit of our natural resources and to the credit of our citizens.

Very truly yours,
ROBERT H. QUINN
Attorney General

Number 46

June 20, 1971

Honorable John F. Kehoe, Jr.
Commissioner of Public Safety
1010 Commonwealth Avenue
Boston, Massachusetts 02215

Dear Commissioner Kehoe:

You have requested my opinion on two questions relating to continued approval by you of Sunday licenses for certain games known as Skill Right, Fascination, Skill Light, Bing-O-Reno and Light A Line. You have advised me that the game Skill Right has been licensed by the Department of Public Safety since 1949, and the other games to which you refer were given temporary approval as Sunday games by the then Commissioner of Public Safety in 1962. You question whether you may continue to approve such Sunday licenses in view of the enactment of St. 1971, c. 486, entitled "An Act Authorizing the Licensing of a Game Commonly Called Beano."

I proceed first to a consideration of the pertinent statutory provisions. The power of the Commissioner of Public Safety to approve Sunday licenses is derived from G. L. c. 136, § 4, which provides in pertinent part:

"(1) The mayor of a city or the selectmen of a town, upon written application describing the proposed dancing or game,

THE COMMONWEALTH OF MASSACHUSETTS

INTER OFFICE CORRESPONDENCE

METROPOLITAN DISTRICT COMMISSION

From: JOHN J. GRIGALUS, DIR. OF RT. OF WAY SECTION

May 14

Attention of: RICHARD J. FURRUSH, SECRETARY

Subject: ALEWIFE BROOK PARKWAY - LEASE to Arthur D. Little, Inc.

I am submitting, in keeping with the Commission vote of April 23, 1970, a lease of Commission land in the area of Alewife Brook Parkway to Arthur D. Little, Inc.

This lease consolidates four parcels into one lease containing two parcels, and consolidates the amount of rental in the amount of \$1,500.00 monthly.

If this lease meets with Commission approval, it should be signed and thereupon set to Arthur D. Little, Inc. for its signature.

In view of recent Supreme Court decisions, I call to the attention of the Commission that there is a serious legal question as to whether or not the Commission can lease presumably park lands to a private individual, the use of which would be inconsistent with park purposes.

JOHN J. GRIGALUS, DIRECTOR
Right of Way Section

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THE COMMONWEALTH OF MASSACHUSETTS

INTER OFFICE CORRESPONDENCE

METROPOLITAN DISTRICT COMMISSION

From John J. Grigalus, Director of Right of Way

November 19, 1975

Attention of JOHN A. KESSLER, JR., SECRETARY

Subject ALEWIFE BROOK PARKWAY & RESERVATION
RE: Lease to Arthur D. Little, Inc.

I am submitting a summary of facts and my opinion on the legal problems concerning a renewal of the lease presently held by Arthur D. Little, Inc. of land in Arlington and Cambridge.

The Commission has granted a lease to Arthur D. Little, Inc. of two (2) parcels of land situated in Arlington and Cambridge, one parcel containing 1.52 acres and the other 3.18 acres. This lease is dated May 21, 1970 and is for a period of five (5) years from July 1, 1970 and terminating June 30, 1975. The Commission receives as rental the sum of \$18,000.00 annually.

The property involved was land acquired by the Commission in 1908 under the provisions of Chapter 289 of the Acts of 1894 for the purposes of maintaining roadways and boulevards within the Metropolitan Parks District. (This now is Section 35 of Chapter 92 of the General Laws). The boulevard was never constructed in this area -- which is known to us as Alewife Brook Reservation.

This land is subject to enacted legislation for the benefit of the Massachusetts Bay Transportation Authority, which directs the Commission to convey this land to the Authority when further authorized by the General Court. The acts affecting this transfer are -- Chapter 491 of the Acts of 1951 and its amendments (Chapter 441 of 1960 and Chapter 618 of 1970), the latter two extending the duration of the legislation to the year 1981.

The act also has this language which is pertinent to our present problem -- ".....but said commission shall not otherwise dispose of said land within such ten-year period."

I also call your attention to additional pertinent laws that apply to this matter. Section 83 of Chapter 92 of the General Laws allows the Commission to lease land held (taken or acquired by it) for the purposes of Sections 33 and 35. The problem, therefore, seems to be == is the land to be leased to be used for a purpose consistent with the purposes specified in Sections 33 and 35? This would be a question of fact to be determined by the Commission. As a practical matter, the answer turns largely on the degree to which the proposed parking area would be beneficial to the general public's use of the parking lot. It would seem to me that authorizing a parking area which is restricted in its use to employees and business invitees of Arthur D. Little does not benefit the general public.

TO: JOHN A. KESSLER, JR., SECRETARY
FROM: John J. Grigalus

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November 19, 197

SUBJ: Lease to Arthur D. Little, Inc.

I reiterate my opinion of May 1970 on the same subject (copy attached) that there is a serious legal question as to whether or not the Commission can lease presumably park lands to a private group, the use of which would be inconsistent with park or boulevard purposes.

Further, since the grant of the prior lease in 1970, Article 97 of the Articles of Amendment to the Constitution was passed, which prohibits the use of said public lands unless approved by a 2/3 vote of each of the branches of the General Court. This land, in my opinion, being a natural resource, falls within the purview of Article 97 and therefore requires legislative action.

I trust that this summary of the laws pertaining to the matter may be helpful to you as to whether or not the Commission can renegotiate a lease with Arthur D. Little, Inc.

JOHN J. GRIGALUS, DIRECTOR
Right of Way Section

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THE COMMONWEALTH OF MASSACHUSETTS

INTER OFFICE CORRESPONDENCE

METROPOLITAN DISTRICT COMMISSION

From Land BoardAttention of Commission

June 26, 1975.

Subject MDC LEASES TO ARTHUR D. LITTLE INC. (ADL)

IN ALEWIFE BROOK RESERVATION.

Arthur D. Little Inc. is located in the City of Cambridge north of Alewife Brook and just south of Route 2 near Dewey and Almy Circle. Their complex occupies a critical section in the land abutting Alewife Brook Reservation. ADL presently leases two parcels of land from the MDC:

Parcel 1:	4.526 acres	or	197,173 sq. ft. (paved)
Parcel 2:	3.2 acres	or	138,604 sq. ft. (natural st
Total	7.726 acres		

The present lease dates back to July 1, 1970 and expires on July 1, 1975; the annual fee is \$18,000. This lease has various restrictions such as usage only for business parking, paving at the lessee's expense, no structures erected, premises to be kept clear of rubbish etc.

The lease also states that:

Upon the termination of this lease the Lessee shall remove all property belonging to it of every kind and nature from the premises, shall leave said premises in good order and condition in all respects, and shall make no claim for the cost of any improvements.

The issue of lease renewal or termination involves a variety of legal, environmental and transportation factors.

Legal

1. This land is in a 52 acre area subject to enacted legislation for the benefit of the MBTA. Chapter 491 of the Acts of 1951 reserved this land for the MBTA; transfer, however, would only take place with further legislation. This act was extended for 10 year periods in 1960 and 1970.
2. Article 97 of the Amendments to the State Constitution

This land was acquired by the Metropolitan Parks Commission in 1908 under the Boulevard Act of 1894 as part of the Alewife Brook Reservation. Any inconsistent use of any land, which qualifies as an "environmental

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June 26, 197:

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Commission

resource" under Article 97, is prohibited without a two thirds vote of the General Court.

3. Chapter 431 of the Acts of 1974 Section 16

...and no department of the commonwealth shall authorize or otherwise allow the use by any private agency of such land, buildings or facilities under its control or jurisdiction unless such use or expenditure shall have been approved by the house and senate committees on ways and means after recommendation by the commissioner of administration.

Environmental

This section of the Alewife watershed has a localized flooding problem due to encroachment on the flood plain, high runoff from abutting land uses, impermeable clay soils (high water table), sedimentation buildup in the brook, clogged culverts at Route 2, Mass. Ave and Broadway which impede flow and a very small difference in water elevation from that of the Mystic Basin. These factors imply a need for a land use policy to keep the flood plain as open as possible; this need will exist even after the installation of pumping equipment at the Amelia Farhart Dam.

Transportation

This area is presently under study by a multi agency task involving MDC, DPW, MBTA, Cambridge, Arlington, Belmont, CTPS, sev consultant firms and citizens groups. The main issues are the MBT Red Line extension from Harvard Square to Alewife and the associated roadway improvements to Route 2 and Alewife Brook Parkway. Specifically this study involves:

- a. station location
- b. fringe parking facility
- c. right of way alignment and construction method
- d. Route 2 improvements
- e. Alewife Brook Parkway improvements.

Some of the design alternatives impact directly on the ADL p lots in question. Major transportation decisions on the above will be made in the next few months.

Considering these factors and constraints

The Board VOTED (7-0)

To recommend to the Commission that Arthur D. Little be granted an additional period of one year for usage of these parking lots.

Commission

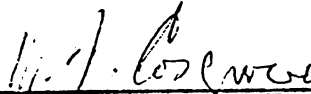
Commission

- 3 -

June 26, 1975

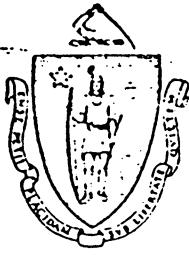
The Board did not recommend a specific legal mechanism (lease extension, permit etc.) as this can best be coordinated between the Commission and the Right of Way Division.

Plan, aerial photographs and correspondence accompany this report.



MARTIN F. COSGROVE
Land Board Chairman

REF/S
Encls.



The Commonwealth of Massachusetts
Metropolitan District Commission
20 Somerset Street, Boston 02108

William J. Byrne, Jr.
Commissioner

June 26, 1975

Arthur D. Little, Inc.
Acorn Park
Cambridge, Massachusetts 02140

Attention: D. Reid Weedon, Jr. - Senior Vice President

Dear Mr. Weedon:

I am in receipt of your letter dated June 19, 1975, concerning the area of land owned by the Metropolitan District Commission that you have been using as a parking lot under a lease with the M.D.C.

Under the present law we will not be able to renegotiate or extend your lease. However, we will allow you for the present to continue to occupy the premises known as lot #1 (the paved lot) at a rate of remuneration to be determined by the Commission for a period of one year; subject, however, to statutory provisions for a notice of termination of occupancy.

The entire matter is under review by this Agency and we will be in touch with you sometime in the near future. In the meantime, you may accept this letter as your authorization to continue to occupy the area.

Sincerely,

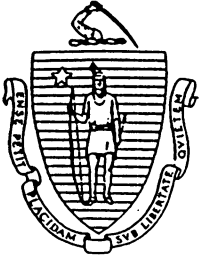
William J. Byrne, Jr.
William J. Byrne, Jr.

JWW/MFC:Inn

MFC

cc Mr. Wright

*Letter mailed
Per M. [unclear]*



The Commonwealth of Massachusetts
Metropolitan District Commission

20 SOMERSET STREET
BOSTON, MA 02108

ARGEO PAUL CELLUCCI
GOVERNOR

JANE SWIFT
LT. GOVERNOR

BOB DURAND
SECRETARY

DAVID B. BALFOUR, JR.
COMMISSIONER

TELEPHONE: (617) 727-5114
FACSIMILE: (617) 727-0891
www.state.ma.us/mdc

COPY

June 23, 1999

Brian O'Neill
AP Cambridge Partners LLC
395 Arsenal Street
Watertown, MA 02472

Dear Mr. O'Neill:

I understand that your company is in the process of purchasing property situated in the North Cambridge section of the City of Cambridge which is currently owned by Arthur D. Little, Inc., adjacent to the Alewife Brook Reservation, a public park under the jurisdiction of this agency (hereinafter "the MDC") and owned by the Commonwealth of Massachusetts. I also understand that, for purposes of allowing a phased and considered redevelopment of this Arthur D. Little property, your company is seeking permission from the MDC to temporarily utilize the parking lot situated on adjacent MDC property which is currently being used by Arthur D. Little, Inc.

The use of this parking lot on MDC property was established prior to the passage of Article 97 of the Articles of Amendment to the Massachusetts State Constitution, a constitutional provision which mandates that state park land must be dedicated to consistent and compatible park-related purposes, for the use and enjoyment of the general public. In this present situation, however, the MDC has no immediate plans or funds available to reclaim this parking lot area; furthermore, the loss of access and use of this parking lot would present immediate economic hardship to your company and the surrounding communities. The parking lot has been reasonably maintained, and permit fees paid, for many years.

We both acknowledge that any continued use of this parking lot must be based on certain conditions which would enhance the Alewife Brook Reservation. To that end, I shall suggest to the Commission at our meeting scheduled for this Thursday, June 24th, that the Commission authorize the use of this parking lot on MDC property by your company. This use shall be authorized by means of a non-exclusive, MDC five-year permit. This MDC permit shall allow the use of this MDC parking lot solely for parking purposes, for a term not to exceed five (5) years from the effective date of July 24, 1999.



This MDC permit shall also expressly include and incorporate the following conditions:

- i. your company shall assume the full and sole costs of maintaining the parking lot and the immediately adjacent MDC property, including landscaping and other appropriate tasks;**
- ii. your company shall commit to a phased and considered redevelopment process and plan;**
- iii. your company shall commit to funding an independent real estate appraisal by an appraiser selected by the MDC, to establish appropriate permit payments, and to the payment of such permit fees as determined by that appraiser; and**
- iv. your company shall commit to funding the reclamation and restoration of the parking lot area once your use of that area has been terminated.**

I am hopeful that this course of action will result not only in an ease of transition for your company on site, but also in the realization of an enhanced park area off site that your employees and the general public will ultimately enjoy.



I look forward to working with you.

Very truly yours,

**David B. Balfour, Jr.
Commissioner**

**THE COMMONWEALTH OF MASSACHUSETTS
METROPOLITAN DISTRICT COMMISSION
INTEROFFICE CORRESPONDENCE**

TO: William F. Chisholm, Secretary to the Commission

FROM: Conan French, Chief of Staff 
Thomas Gray, General Counsel 

DATE: June 23, 1999.

SUBJECT: MDC PERMIT - ALEWIFE BROOK RESERVATION
Permitting the continued use of a parking lot on MDC property located in the City of Cambridge and the Town of Arlington, situated within the Alewife Brook Reservation.

Arthur D. Little Inc. is currently utilizing a parking lot located on the MDC Alewife Brook Reservation which is adjacent to its property in the North Cambridge section of the City of Cambridge. AP Cambridge Partners LLC (hereinafter "AP Cambridge") is in the process of purchasing the Arthur D. Little property, and, due to the present configuration of the buildings on site, needs to continue using this parking lot for a five-year period to serve its employees and clients. During this five-year period AP Cambridge will be planning and implementing a phased redevelopment scheme for its own property, and will thereby reconfigure and relocate parking spaces from the MDC property to its own property. AP Cambridge is seeking permission from the MDC to temporarily utilize this existing parking lot.

The use of this parking lot on MDC property was established prior to the passage of Article 97 of the Articles of Amendment to the Massachusetts State Constitution, a constitutional provision which mandates that state park land must be dedicated to consistent and compatible park-related purposes, for the use and enjoyment of the general public. In this present situation, however, the MDC has no immediate plans or funds available to reclaim this parking lot area, and the immediate loss of access and use of this parking lot would present economic hardship to AP Cambridge and the surrounding communities.

Therefore, we respectfully recommend to the Commission for its consideration the following:

VOTE: To authorize the use of the existing parking lot currently being utilized by Arthur D. Little, Inc., on MDC property located in the City of Cambridge and the Town of Arlington and within the MDC Alewife Brook Reservation, by AP Cambridge Partners LLC, as purchaser of the adjacent privately-held property, by means of an MDC Permit. This MDC permit shall allow the use of this parking lot solely for parking purposes, for a term not to exceed five (5) years from the effective date of July 24, 1999;

AND IT IS FURTHER VOTED: That this MDC permit shall also expressly include and incorporate the following conditions: i. The permittee shall assume the full and sole costs of maintaining the parking lot and the immediately adjacent MDC property, including landscaping and other appropriate tasks; ii. The permittee shall commit to a phased and considered redevelopment process and plan; iii. The permittee shall commit to funding an independent real estate appraisal by an appraiser selected by the MDC, to establish appropriate permit payments, and to the payment of such permit fees as determined by that appraiser; and iv. The permittee shall commit to funding the reclamation and restoration of the parking lot area once the permitted use of that area has been terminated.

McDermott/O'Neill & Associates

September 20, 1999

Thomas Gray
General Counsel
Metropolitan District Commission
20 Somerset Street
Boston, MA 02108

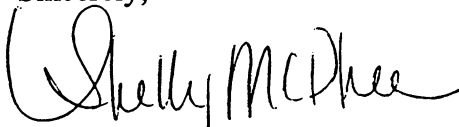
Dear Tom:

I would like to take this opportunity to thank you for all of your efforts on behalf of O'Neill Properties. The Metropolitan District Commission's willingness to work with O'Neill Properties to use the MDC parking lot adjacent to the former ADL site is critical to the planned redevelopment of the Acorn campus.

O'Neill Properties is committed to working with the MDC to enhance the Alewife Coalition area and to maintaining an open, communicative relationship with area residents and community groups.

Again, many thanks for your personal time and assistance in this matter. I look forward to the opportunity to work with you on this and other projects in the future.

Sincerely,



Shelly McPhee
Account Director

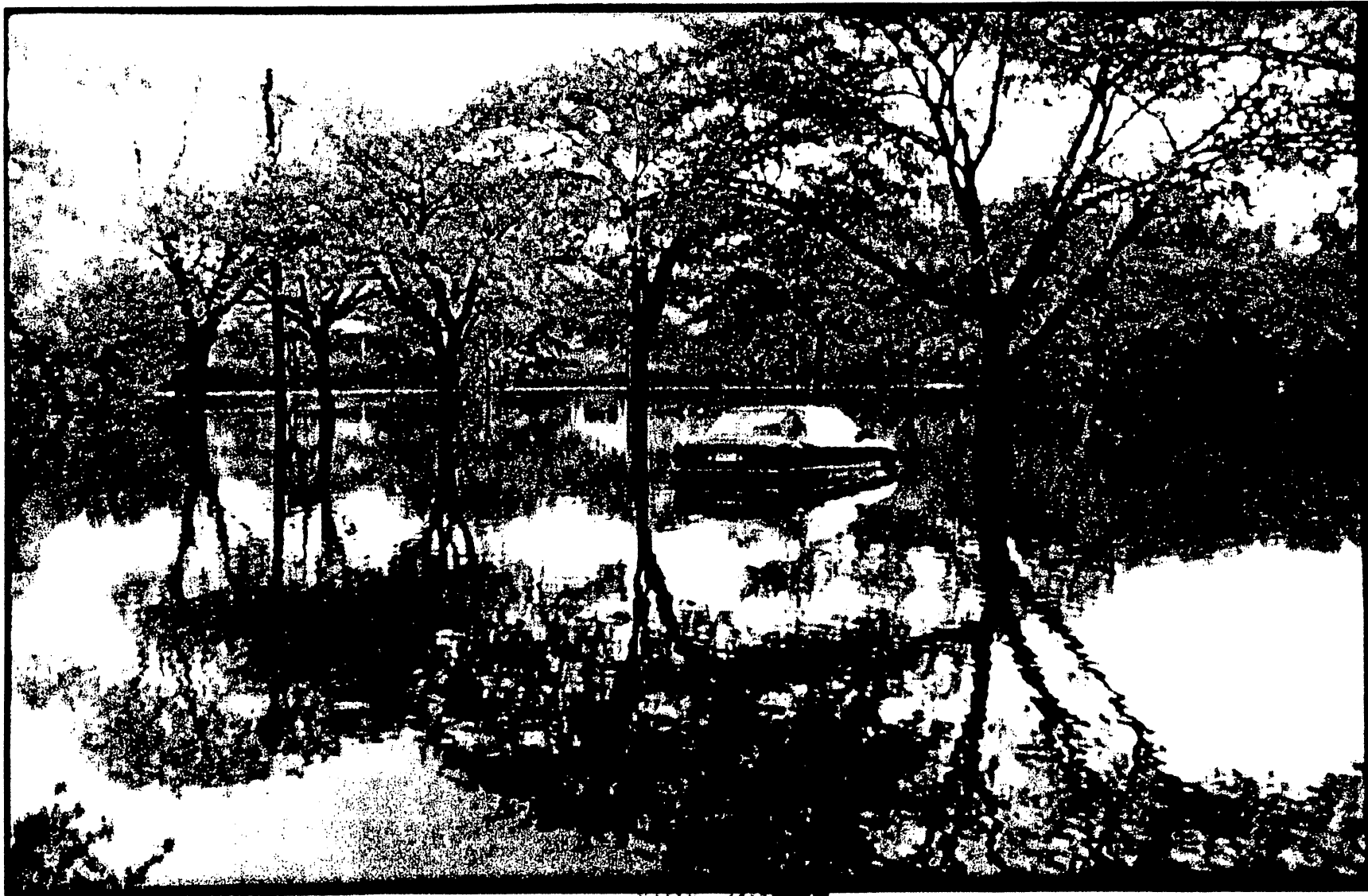
ATTACHMENT F





Arthur D. Little Parking Lot

October Rainstorm 1996



copied by permission of J. Howard to Coalition For Alewife

ATTACHMENT G

WHEREAS: The Alewife Reservation is a thing of beauty, a unique and irreplaceable resource to the citizens of Cambridge and to the wildlife within it; and

WHEREAS: Urban wilds, of which the Alewife Reservation is one, are rare enough to be of widely visible importance beyond even the strong interests of Cambridge citizens; and

WHEREAS: The Commissioners of the Metropolitan District Commission have on the record granted O'Neill Properties, the present owner of the Acorn Park Development, the exclusive use of a portion of the eastern end of the Alewife Reservation for a private, open air, hardtop automobile parking lot; and

WHEREAS: Article 97 of the Constitution of the Commonwealth of Massachusetts sets out the conditions both for acquiring and for disposing of park lands, to wit: "Lands and easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two thirds vote, taken by yeas and nays, of each branch of the general court;" and

WHEREAS: By public testimony the State Representatives and Senators from Cambridge impressed upon the Commissioners of the MDC that no such action has been taken by the General Court; and

WHEREAS: Despite said testimony of these members of the General Court did the Commissioners of the MDC nevertheless grant said exclusive use of the Alewife Reservation for a private parking lot; and

WHEREAS: The Executive Office of Environmental Affairs' "EOEA ARTICLE 97 LAND DISPOSITION POLICY" of February 19, 1998, enumerates six conditions for land disposition and a ten step procedure subsequently then to observe; and

WHEREAS: The Commissioners of the MDC did neither establish said conditions nor follow said procedure in granting the exclusive use of the Alewife Reservation for a private parking lot; and

WHEREAS: Citizens of Cambridge, Arlington and Belmont, united by civic purpose, did in substantial numbers attend hearings called by the Commissioners of the MDC and expressed unmistakably their knowledge of, and opposition to, the use of the Alewife Reservation as a private parking lot yet without avail; now therefore be it

ORDERED: That the City Council of the City of Cambridge opposes and is hereby on record as opposing both the manner and the outcome of the actions taken by the Commissioners of the MDC in this matter; and be it further

ORDERED: That the City Council of the City of Cambridge concludes that a matter of Constitutional law, its interpretation, and its application is unavoidably raised with respect to the use of the Alewife Reservation as a private parking lot; and be it further

ORDERED: That the City Manager be and hereby is requested to forward a copy of this order to the Attorney General of the Commonwealth of Massachusetts and to express on behalf of the citizens of Cambridge the serious and precedential issues in the matter of the Alewife Reservation and to request that the Attorney General take the matter of the Alewife Reservation under review posthaste.

FRIENDS OF ALEWIFE RESERVATION
Calls you TO
Come along on
URBAN WILDERNESS PROJECTS

Friends of Alewife Reservation believes that environmental health is as important to our community as are human physical and mental health.

The Alewife Brook and Little River areas contain valuable wetlands and floodplain for Cambridge, Arlington and Belmont.

The Alewife area is part of the Mystic River Watershed that extends from Reading in the North to Chelsea in the South, and drains into Boston Harbor.

Friends of Alewife Reservation believes in sound environmental policy for its urban wilderness areas. We believe that the conditions of our brooks, rivers of the wetland and surrounding public and private land, have strong bearing on flooding, wildlife, vegetation, air quality and human health.

Friends of Alewife Reservation advocates for the protection and preservation of the Reservation and surrounding areas. We promote stewardship activities by college students and local residents through walking tours, canoe rides, clean-ups, and shoreline surveys. We also encourage passive recreation such as bird watching and scenic touring enjoyment.

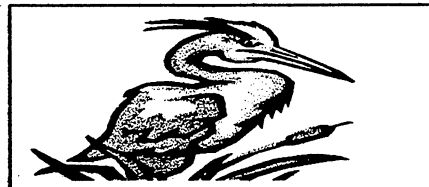
Friends of Alewife Reservation attempts to work with all parties involved in and around the Reservation including the MDC, and private abutters.

The Friends of Alewife Reservation is guided by an 11 person Board of Advisors composed of Conservation Commissioners , an MDC official, the Mystic River Watershed Assoc. Director, a water specialist, noted Naturalists, a member of Mass Community Water Watch, and local group environmental representatives.

Will you join our efforts?

Name Address E-Mail Phone Interest

Send to: Friends of Alewife Reservation
C/o Elen Mass
Elmass@mediaone.net
(617) 547-1944



City of Cambridge

THE ENVIRONMENT COMMITTEE

Councillor Kathleen Born, Chair

Councillor Henrietta Davis

Councillor Sheila Russell

In City Council January 10, 2000

The Environment Committee conducted a public meeting on Thursday, December 16, 1999 at six o'clock and nine minutes p. m. in the Sullivan Chamber.

The purpose of the meeting was to discuss the decision by the Metropolitan District Commission (MDC) to extend permission for Arthur D. Little (ADL) and/or new owners of ADL property to use parkland/wetland for a parking lot.

Present at the meeting were: Councillor Kathleen L. Born, Chair of the Committee, Councillor Henrietta Davis, John Bolduc, Environmental Planner, Community Development Department, Julia Bowdoin, Executive Director, Conservation Commission and Donna P. Lopez, Deputy City Clerk.

Councillor Born convened the meeting and stated that the purpose is to discuss the present and future plans of the ADL site. She stated that the ownership of the land and the Conservation Guideline have changed. There is concern in the community about the decision made by the MDC. More people are aware of the Alewife Reservation; it is becoming a treasure, she said. It is a priority to see that this land is preserved and enhanced.

Councillor Born informed the Committee that the MDC was unable to attend the meeting. However a copy of the **USE AND OCCUPANCY PERMIT** issued by the MDC was faxed and is attached as **ATTACHMENT A**. Councillor Born stated that she also received a communication from Elliot J. Mark Associate General Counsel, ADL, outlining the history of the property and transmitting regrets that a representative from ADL was unable to attend the meeting. This communication is also attached as **ATTACHMENT B**.

Steve Corridan, representing O'Neill Property, stated that he did not receive a notice of this hearing. Councillor Born produced a copy of the notice sent to Mr. Corridan. It was discovered that the notice was sent to the wrong address. The address of O'Neill Properties Group is 395 Arsenal Street, Watertown, MA 02472. Mr. Brian O'Neill is the owner of the group. He stated that the National Park Service in Washington, D.C. is carefully watching this site. that there are no plans for Acorn Park at this time until ADL finalizes its plans. O'Neill's plan is to fund a Master Plan and to work with the local community.

Committee Report #5

545
A report from Councillor Boarn,
Chair of the Environment Committee,
for a hearing held on December 16, 1999,
for the purpose of discussing the
decision by Metropolitan District
Commission (MDC) to extend permission
for ADL and/or new owners of
ADL property to use parkland/wetland
for a parking lot.

3/20/00

Report Accepted
Order Adopted.

In City Council January 10, 2000

Tabled by Councillor Boarn due
to negotiations w/ attorney
General and other
Communities

3/6/00

No Action Taken