



City of Cambridge

CALENDAR ITEM # 9A

IN CITY COUNCIL

JUNE 6, 1994

WHEREAS: The City of Cambridge has raised objections in its comments to the Secretary of the Executive Office of Environmental Affairs relating to the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project with regard to the unacceptable and unnecessary adverse impacts upon the recreational and environmental resources of the Charles River Basin and upon the City of Cambridge; now therefore be it

ORDERED: That the City Council hereby objects pursuant to the provisions of Massachusetts General Laws Chapter 91 Section 14 to the construction of the bridge components of the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project.

In City Council June 6, 1994.

Adopted by a ye and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk



City of Cambridge

CALENDAR ITEM # 9B
~~Agenda-Item-No. 13~~

IN CITY COUNCIL

~~May 9, 1994~~
 June 6, 1994

WHEREAS, the City Manager and members of his staff, as well as legal counsel for the City, have presented in executive session to the members of the City Council a careful analysis of the litigation options of the City relating to the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel Project (Project), and

WHEREAS, the City Manager and members of his staff have also presented to the members of the City Council, at a meeting of the Environment Committee of the City Council held on May 3, 1994, a proposed Mitigation Agreement containing a set of measures designed to mitigate the impact of the Project in Cambridge, and

WHEREAS, the City Manager and his staff have been negotiating with representatives of the Commonwealth in an effort to achieve a resolution of the dispute between the City and the Commonwealth by identifying mitigation measures that may be included in a settlement agreement that provides the greatest possible assurances to the City that the Commonwealth will meet any commitments made to mitigate the impacts of the Project in Cambridge, NOW THEREFORE BE IT,

ORDERED, that the City Council hereby requests that the City Manager proceed with the filing of any lawsuits available to the City to pursue the City's objections to the Charles River Crossing portion of the Project as identified in the City's Notice of Intent to Sue filed in April of this year, and be it further

ORDERED, that the City Council hereby supports the City Manager's efforts toward possible settlement with the Commonwealth and supports settlement as outlined by the Manager and his staff at the May 3, 1994 Environment Committee meeting, recognizing that the City Manager has authority to settle the litigation and will do so only in the most binding and enforceable manner possible.

In City Council June 6, 1994.

Adopted by a yea and nay vote:-

Yeas 7; Nays 2; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy; *D. Margaret Drury*

ATTEST:-

D. Margaret Drury, City Clerk

MITIGATION AGREEMENT

The City of Cambridge ("Cambridge") and the Massachusetts Highway Department ("MHD") have reached an agreement ("the Mitigation Agreement") regarding mitigation measures which MHD agrees to undertake or cause to be undertaken in order to mitigate in accordance with G.L. c. 30 § 61 the impacts of the construction and operation of the Central Artery/Third Harbor Tunnel Project ("the Project") in Cambridge.

Now, therefore, the Parties agree to include the following mitigation measures as actions required to be undertaken by MHD as part of its obligations under the Agreement for Judgment:

1. Cambridgeport Roadway Improvement Program.

The Parties agree to the construction of a system of roadways that will permit traffic to be diverted from residential streets in the Cambridgeport section of Cambridge. It is the intent of the Parties that the design of the road improvements shall be undertaken by Cambridge with funding provided by MHD and that the actual construction shall be undertaken by MHD, as described below:

(a) Description of Construction. MHD shall undertake the construction of the Cambridgeport Roadway Improvement Program ("the Program") as described in Exhibit A, including, but not limited to, the reconstruction of Brookline Street from Memorial Drive to and including its intersection with Henry Street and beyond to its intersection with Massachusetts Avenue; the reconstruction of the intersection of Henry Street and Brookline Street to prevent, if possible, or to discourage through traffic from using Brookline Street but to permit bus use of Brookline Street; the construction of new roadways that connect Brookline Street to Sidney and Waverly Streets; the construction of a new roadway that connects Waverly Street and Landsdown Street; the reconstruction of Waverly Street from Henry Street to Putnam Avenue and beyond to Massachusetts Avenue, including the reorientation of the truck loading docks at the building known as the California Paint Building (said reorientation to be done in a manner that allows the loading docks to continue to be used for truck loading and unloading during and after the reconstruction of this portion of Waverly Street); the reconstruction of Sidney Street from Pacific Street to Henry Street; the reconstruction of Erie Street from Waverly Street to Albany Street; the reconstruction of Albany Street from Erie Street to Main Street; and the reconstruction of the railroad crossing on Main Street east of Albany Street. The construction shall include, but not be limited to, drainage facilities, utilities, sidewalks, curbing, street lighting, signalization, signage and landscaping.

(b) Planning, Design and Environmental Review. MHD shall fund and Cambridge shall undertake the planning, design and environmental review (if required) of the Program. Promptly after the date hereof, but no later than 90 days, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake all of the planning, design and environmental review required to undertake the construction of the Program with all costs of this work to be

reimbursed by MHD. Cambridge shall cooperate with MHD regarding the planning, design and environmental review of the Program. Cambridge shall submit to the MHD: (1) preliminary plans and specifications; (2) formal design submissions; and (3) the final plans and specifications, including right of way plans (collectively "the Submissions") for approval by the MHD. MHD shall review and approve the Submissions within 90 days of their delivery by Cambridge, which approval shall not be unreasonably withheld. No later than 90 days from the effective date of this Agreement, MHD shall include the Program as a priority project in the Transportation Improvement Program for the Boston Metropolitan Area.

(c) Right-of-Way Acquisition and Construction. Promptly upon completion and approval of the seventy-five percent design plans and the right of way plans of the Program, but no later than 90 days, MHD shall promptly commence and diligently pursue all of the right of way acquisitions necessary for the completion of the Program. Promptly upon the completion of the right of way acquisitions, but no later than 90 days, the MHD shall commence and diligently pursue the actual construction of the Program, including the award of the construction contracts, and shall supervise construction of the Program in consultation with Cambridge.

(d) Supersedence of Services Agreement. The Parties intend that the provisions of this Mitigation Agreement regarding the Program shall supersede and replace in all respects the provisions regarding the Program in Paragraph 2(f) of the Services Agreement.

2. Employment and Training.

In addition to the provisions of Section 6 of the Services Agreement relating to employment and training, the Parties agree that for a four-year period the MHD shall provide funds in the amount of \$450,000 annually to Cambridge for employment and training programs to be administered by Cambridge. MHD therefore shall provide Cambridge grants necessary to provide \$450,000 annually for each of the fiscal years 1995, 1996, 1997 and 1998. The provisions of this section shall be in addition to the commitment in the Services Schedule, Exhibit A to the Services Agreement, regarding the provision of \$200,000 annually for services to be provided by Cambridge.

3. North Cambridge Railroad Safety Study.

Cambridge has undertaken the North Cambridge Railroad Safety Crossing Study ("the Study") to review options to improve the safety of commuter rail operations in North Cambridge. The Study is expected to make recommendations for action by the Commonwealth to provide increased safety for such commuter rail operations and for transportation services between significant destinations on either side of the commuter rail right of way that would provide safe access to and from these destinations. MHD shall fund and undertake the construction and implementation of the reasonable recommendations of the Study by September 1, 1994.

4. Truck Traffic Mitigation.

Cambridge is concerned with the increase in truck traffic through residential areas of Cambridge, particularly trucks transporting hazardous cargo. Cambridge therefore seeks to find feasible alternatives for rerouting from Cambridge streets the truck traffic that does not have a Cambridge destination. MHD therefore shall undertake, in addition to the actions taken pursuant to Section 2(c) of the Services Agreement, the following studies:

(a) Traffic Model and Origin and Destination Study. MHD shall create a traffic model that has the capacity to analyze existing and potential truck traffic and routes within the Boston Metropolitan Area (the geographical region east of and including Route 128, which is hereafter referred to as "the Boston Metropolitan Area"). As part of the development of the traffic model, MHD shall undertake a truck origin and destination study of the Boston Metropolitan Area to collect the truck traffic data necessary to create the traffic model. Prior to undertaking the origin and destination study, MHD shall consult with Cambridge regarding the scope of the study, including, but not limited to, where, how and when the truck traffic data is proposed to be collected and what information will be gathered. MHD shall make promptly any reasonable modifications to the proposed scope of work suggested by Cambridge. MHD shall commence the study no later than 90 days from the effective date of this Agreement. MHD shall cooperate with Cambridge during the study, shall provide Cambridge with information as reasonably requested and shall consult with Cambridge in the design and implementation of the traffic model. MHD shall complete the study and the model no later than two years from commencement of the study.

(b) Alternative Truck Routes. MHD shall undertake immediately upon completion of the origin and destination study and the model an analysis of such routes, including exclusion of hazardous cargos from I-90 east of Route 128 and other alternatives suggested by Cambridge. Within one year of the completion of the origin and destination study and the model, MHD shall consult regularly with Cambridge regarding the feasibility of alternative truck routes and shall undertake further analysis of alternative truck routes as requested by Cambridge. Within one year of the completion of the origin and destination study and the model, MHD shall develop recommendations in consultation with Cambridge for Cambridge or regional actions to reduce general and/or hazardous cargo truck traffic on residential streets in Cambridge and shall promptly implement those recommendations agreed to by Cambridge.

(c) Development of Near Term Truck Traffic Evaluation. As the study, model and evaluation of alternatives required by paragraphs (a) and (b) above may take up to three years to complete, MHD shall also provide funding and, where appropriate, technical assistance to Cambridge for consulting services for near term analysis and evaluation of data being collected with the loop detectors installed in accordance with paragraph 2 of Exhibit A to the Services Agreement, additional local data collection and analysis to augment the data from the loop detectors and development of recommendations for near term actions to reduce truck traffic on residential streets in Cambridge. MHD shall facilitate and, where necessary, approve implementation of such recommendations. MHD shall provide to Cambridge up to \$60,000 per year for a period of three years commencing

in fiscal year 1995. Within 90 days from the effective date of this Agreement, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake these consulting services with the costs of such services to be reimbursed by MHD.

5. Alewife Transportation Improvements.

Cambridge has undertaken studies regarding the provision of improved access and safety without increasing traffic in the Alewife area of Cambridge, which is described in Exhibit C. MHD agrees to undertake the following actions with respect to this area:

(a) Commuter Rail Actions. MHD shall study the feasibility of creating a commuter rail stop at the MBTA Alewife Station. The feasibility study shall include, but not be limited to, analysis of potential transportation, environmental, economic and other benefits provided by such a commuter rail stop. MHD shall commence the feasibility study by September 1, 1994, which shall be completed by September 1, 1995. In the event the feasibility study concludes that the creation of a commuter rail stop is feasible, MHD shall undertake the construction of the commuter rail station by January 1, 1998.

(b) Roadway Actions. MHD, if necessary, shall undertake traffic and feasibility studies of potential road access improvements to this area in addition to those already completed by Cambridge. The studies shall analyze the traffic impact and the feasibility of the construction of: a roadway connection between Smith Place and Cambridge Park Drive to be used solely by high occupancy vehicles, pedestrians and bicyclists; the realignment of Smith Place at its intersection with Concord Avenue to improve safety at this area of Concord Avenue; and a new road to connect New Street and Fawcett Street. Cambridge will provide MHD with a proposed scope for the feasibility studies for review and approval by MHD in consultation with Cambridge, such approval not to be unreasonably withheld. The feasibility studies shall include recommendations regarding these and other improvements. MHD shall complete the feasibility studies by December 1, 1994. MHD shall fund and undertake by January 1, 1996 all necessary right of way acquisitions and the construction of the improvements recommended as feasible ("the Improvements").

MHD shall fund, and Cambridge shall undertake the planning, design and environmental review of the Improvements. Promptly after completion of the feasibility studies, but no later than 90 days, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake all of the planning, design and environmental review required to undertake the construction of the Improvements with all costs of this work to be reimbursed by MHD.

6. HOV Study.

Within 30 days from the effective date of this Agreement, MHD shall include in the HOV study required by Section 2(d) of the Services Agreement an analysis of the connection of the proposed Route I-93 HOV lane to East Street as relocated and shall complete such study and issue recommendations developed in consultation with Cambridge

no later than January 1, 1995. MHD shall fund and undertake the construction of improvements including any necessary right of way acquisition recommended by the HOV study before commencement of the actual construction of the Charles River Bridge portion of the Project.

7. MDC Road Improvements.

MHD shall undertake the following actions regarding certain MDC roads located within Cambridge:

(a) Gilmore Bridge. Within 90 days from the effective date of this Agreement, MHD shall undertake a feasibility study for the construction of a third eastbound lane on the Gilmore Bridge that provides additional capacity eastbound to relieve congestion at the intersection of the Gilmore Bridge and Land Boulevard. MHD shall complete the study within six months of its commencement. Immediately after the completion of the study, MHD shall undertake the necessary environmental review and expeditiously commence the construction found to be feasible. The construction shall commence by the earlier of: (i) the commencement of the actual construction of the portion of the Project referred to as the Charles River Bridge and (ii) May 1, 1995.

(b) Left Turn Elimination and Corridor Improvements. MHD shall eliminate left turns on to the Monsignor O'Brien Highway by traffic traveling west on the Gilmore Bridge by altering the traffic signal at the intersection of the Gilmore Bridge and the Monsignor O'Brien Highway to eliminate the left turn movement and posting signage prohibiting such a left turn. The elimination of this left turn shall be implemented by September 1, 1994. MHD by September 1, 1994 shall retime the traffic signal at the intersection of Edwin Land Boulevard and the Monsignor O'Brien Highway and shall coordinate it with other signals along the Monsignor O'Brien Highway in order to improve traffic operations in this corridor.

(c) Western Avenue and River Street Intersections. MHD in consultation with Cambridge shall undertake a study and make recommendations within 90 days from the effective date of this Agreement of potential improvements to the intersections of Memorial Drive and Western Avenue and Memorial Drive and River Street to improve traffic flow and vehicular, bicycle and pedestrian safety at these intersections, including the retiming and coordination of the traffic signals at these locations and at the intersections of Western Avenue and Soldiers Field Road and of River Street and Soldiers Field Road. Within 90 days from issuance of the recommendations MHD shall commence construction of the recommended improvements, which shall be completed within 6 months of the commencement of construction.

(d) Memorial Drive and Massachusetts Avenue Intersection. Within 90 days from the effective date of this Agreement, MHD shall undertake in consultation with Cambridge a study of the feasibility of constructing improvements to the traffic flow and vehicular, bicycle and pedestrian safety at the intersection of Memorial Drive and Massachusetts Avenue. MHD shall undertake by December 1, 1995 the construction of the improvements recommended as feasible by the study.

(e) Alewife Brook Parkway and Route 2 Intersection. Within 90 days from the effective date of this agreement MHD shall undertake in consultation with Cambridge the design and shall expeditiously pursue the construction of improvements to the intersection of Alewife Brook Parkway and Route 2 at the former Dewey/Almy rotary to rechannel and resignalize the intersection. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(f) Concord Avenue Intersections. Within 90 days from the effective date of this agreement, MHD shall undertake in consultation with Cambridge the design and shall expeditiously pursue construction of improvements to the intersection of Concord Avenue and Alewife Brook Parkway and the intersection of Concord Avenue and Fresh Pond Parkway to channelize and signalize in order to improve safety. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(g) Fresh Pond Parkway, Mount Auburn Street and Elmwood Avenue. Within 90 days from the effective date of this agreement, MHD shall undertake in consultation with Cambridge a feasibility study of improvements to the intersection of Fresh Pond Parkway, Mount Auburn Street and Elmwood Avenue to enhance vehicular and pedestrian safety and to prevent diversion of traffic to residential neighborhoods adjacent to the intersection and shall complete such study within 6 months of the commencement of the study. MHD shall construct the improvements recommended by the study within six months from the completion of the study. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(h) Massachusetts Avenue and Alewife Brook Parkway. MHD shall fund the purchase and installation of a new traffic signal controller to create an exclusive left turn phase for traffic turning from Massachusetts Avenue on to the Alewife Brook Parkway. MHD shall enter into a force account agreement substantially similar to Exhibit B which shall permit Cambridge to install the controller with its costs to be promptly reimbursed by MHD.

(i) Alewife Corridor Improvements. MHD by January 1, 1995 shall retime and coordinate all traffic and pedestrian signals on Fresh Pond and Alewife Brook Parkways from the former Dewey/Almy rotary up to and including Huron Avenue including those intersections described above to improve traffic and pedestrian safety.

8. MDC Parkland and Building Improvements.

(a) Cambridge Parkway. MHD shall undertake the construction necessary to discontinue the Cambridge Parkway between its two intersections with Edwin Land Boulevard for all vehicular traffic, except for emergency response vehicles. The construction shall be commenced by December 1, 1994 and shall include the improvements necessary to convert this portion of the Cambridge Parkway to a landscaped park and recreational area, leaving only an appropriately surfaced pathway capable of providing access for fire fighting equipment and other emergency vehicles.

(b) Boat House and Stables. Cambridge shall prepare design guidelines in consultation with MHD and MDC for the renovation of the boat house and adjacent storage building (former stables) on the Old Charles River Dam. MHD shall undertake the design and construction of the renovation of these buildings consistent with the guidelines. MHD shall commence the design and construction of the renovations within 90 days after submission of the final design guidelines. MHD shall provide these facilities promptly upon completion of the renovation to Cambridge for appropriate public use.

9. Relocation of Lechmere Station.

The Parties agree to the relocation of the Lechmere Station as described below:

(a) Relocation Project. MHD shall undertake the construction of the relocation of the MBTA Lechmere Station to the other side of the Monsignor O'Brien Highway, including the demolition and removal of the abandoned station and viaduct and the extension of First Street to the Monsignor O'Brien Highway upon the relocation of the Lechmere Station (all of which is referred to as "the Relocation Project"). The construction of the Relocation Project shall be consistent with the MBTA site plan as described in Exhibit E, but it need not include the construction of the adjacent maintenance facility. MHD shall complete promptly the environmental review required by state and federal law, the final design and the acquisition of right of way, if any is required. The actual construction of the Relocation Project shall commence by the later of: (i) December 1, 1996 or (ii) diligent completion of the environmental review process, final design and right of way acquisition. The Relocation Project shall include, if found to be feasible and desirable, a pedestrian overpass over the Monsignor O'Brien Highway to the new Lechmere Station.

(b) Transportation Services. MHD shall adequately mitigate the impacts on transportation services caused by the construction of the Relocation Project, including, but not limited to, the provision of appropriate bus service to and from the Lechmere Station and North Station and to and from the Lechmere Station to the red line station at Kendall Square in Cambridge.

(c) Supersedece of Services Agreement. The Parties intend for this section to supersede the provisions of Section 1(a) of the Services Agreement.

10. Paratransit Study and Services.

Cambridge intends to enhance the existing transportation services within Cambridge. The Parties, therefore, agree on the following paratransit actions:

(a) Paratransit Study. Cambridge will prepare a scope of services for a comprehensive study for the provision of paratransit services in Cambridge including service between residential areas, retail and other services, the Cambridge Senior Center and other destinations. The scope shall be provided to MHD, which shall review and comment on the proposed scope. MHD shall enter into a force account agreement within 90 days from the effective date of this agreement substantially similar to Exhibit B for the

reimbursement for Cambridge's costs for the study. It is expected that these costs will not exceed \$75,000.

(b) Paratransit Grants. MHD shall cooperate with Cambridge to implement the recommendations of the paratransit study. MHD shall provide Cambridge in fiscal year 1995, or otherwise consistent with the implementation schedule of Cambridge, a grant or grants in the amount of not less than \$1,000,000 for the purchase of capital equipment, including vehicles, necessary to provide the paratransit services recommended by the study and a grant or grants in the amount of not less than \$1,000,000 for initial operating costs for the paratransit service recommended by the study.

11. East Cambridge Mitigation.

The Parties agree to undertake certain actions to mitigate the effects of the Project in East Cambridge as follows:

(a) Traffic Studies. No later than 90 days from the effective date of this Agreement, MHD shall enter into a force account agreement substantially similar to Exhibit B to reimburse Cambridge for the costs of requiring its traffic consultant to analyze and, where appropriate, develop mitigation for traffic congestion in East Cambridge, particularly congestion on residential streets, including but not limited to Second, Third, Rogers, Thorndike, Spring, Hurley, Gore and Warren Streets. Cambridge and its traffic consultant shall work with East Cambridge residents to analyze temporary and permanent traffic measures that are necessary to reduce the congestion on East Cambridge streets including that related to the construction and operation of the Project. The force account agreement shall be effective for a three-year period and shall not exceed \$25,000 for each of the three years of the agreement. The traffic consulting services required by this paragraph shall be in addition to and shall not supersede the city-wide traffic mitigation planning services required by the Services Agreement.

(b) Parks Improvements. MHD shall undertake by December 1, 1994, the construction of improvements as specified by Cambridge to the parks located on Hurley Street between Sciarappa and Fifth Streets and at the intersection of Sciarappa and Otis Streets. MHD shall undertake by December 1, 1994 the construction of improvements as specified by Cambridge at Donnelly Field.

(c) Homeowner Assistance. MHD shall establish a fund available to East Cambridge home owners to provide financial assistance for noise abatement measures to mitigate the impacts caused by the construction of the Project. MHD shall deposit this fund with Cambridge which will administer the fund.

(d) Notification of East Cambridge Residents. MHD, in consultation with East Cambridge's representatives, shall fund the publication of the East Cambridge News six times per year as a public information device to provide, amongst other things, construction updates and information about the Project.

(e) Staff Position. MHD shall provide in an amount no less than \$50,000 annually funds sufficient to staff one full-time staff assistant position to monitor and facilitate progress in implementing this Mitigation Agreement. Such funding shall be made available for fiscal years 1995, 1996, 1997 and 1998.

13. Binding Agreement.

The obligations imposed by this Mitigation Agreement shall not depend on the availability of federal funds. The City and MHD acknowledge that it is the intention of MHD, MDC and MBTA that their obligations hereunder be funded, to the extent possible, by the Federal Highway Administration and the Federal Transit Administration. Accordingly, the City agrees to undertake its best efforts to assist MHD, MDC and MBTA in securing federal approval for said funding.

14. Agreements With MBTA and MDC.

The Parties understand that MHD has entered into agreements with MDC to fund the work and to cause the MDC to undertake the construction of the work required by this Mitigation Agreement regarding facilities owned by MDC and with the MBTA to cause the MBTA to undertake the construction of the work required by this Mitigation Agreement regarding facilities owned by MBTA. The Parties, therefore, intend that the obligations imposed on MHD by this Mitigation Agreement shall be undertaken by the MHD or caused to be undertaken by the MDC or MBTA in accordance with these agreements.

15. Definitions.

For the purposes of this Mitigation Agreement, the following terms shall have the following meanings:

(a) With regard to work to be performed by MHD and MDC, the term "construction" shall have the same meaning as that term has in 23 U.S.C. §101(a) and shall include funding with state and/or federal funds.

(b) With regard to MBTA work to be performed by MBTA, the term "construction" shall have the same meaning as that term has in 49 U.S.C. App. §1608(c)(1) and shall include funding with state and/or federal funds.

(c) The term "Services Agreement" shall mean the September 11, 1992 agreement by and among EOTC, MHD and Cambridge that is entitled the Services Agreement.

16. Studies.

Unless provided otherwise, the MHD, with respect to all studies required to be undertaken, shall provide Cambridge with a proposed scope of work for review and comment. The MHD shall incorporate into the final scope of work the reasonable comments made by Cambridge before undertaking the study.

Exhibit B

**FORCE ACCOUNT AGREEMENT
BY AND BETWEEN
COMMONWEALTH OF MASSACHUSETTS
ACTING THROUGH THE
MASSACHUSETTS HIGHWAY DEPARTMENT
AND
CITY OF CAMBRIDGE
AGREEMENT NO. 6781**

This AGREEMENT, entered into this 20th day of Dec 1993, by and between the CITY OF CAMBRIDGE, hereinafter referred to as "CAMBRIDGE", and the COMMONWEALTH OF MASSACHUSETTS through its MASSACHUSETTS HIGHWAY DEPARTMENT, hereinafter referred to as "DEPARTMENT".

WITNESSETH

WHEREAS, the DEPARTMENT is presently undertaking a project known as the Central Artery (I-93/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge.

WHEREAS, this AGREEMENT includes Standard Provisions for Relocation, Special Provisions (Exhibit A) the City of Cambridge Estimate (Attachment B), as established by the City of Cambridge and,

WHEREAS, the DEPARTMENT will reimburse the City of Cambridge for actual cost and related indirect costs accumulated in accordance with Attachment B and, WHEREAS, the City of Cambridge services are authorized and will commence _____ as approved by the DEPARTMENT, and

WHEREAS, all Contract activities and correspondence shall be directed to the Authorized Representatives of each party.

DEPARTMENT REPRESENTATIVE

Peter M. Zuk
Director, I-93/I-90 Project
Massachusetts Highway Department
One South Station
Boston, MA 02110
Telephone (617) 951-6000

CITY OF CAMBRIDGE

City Manager
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139
Telephone (617) 349-4604

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

Approved:

COMMONWEALTH OF MASSACHUSETTS
HIGHWAY DEPARTMENT

WSF/28 Dec

Commissioner

Maura Chel

Associate Commissioner

[Signature]

Associate Commissioner

[Signature]

Associate Commissioner

Associate Commissioner

UNEXECUTED AGREEMENT APPROVAL
BY FHWA

N/A

Approved as to Form:

CITY OF CAMBRIDGE

By: *[Signature]*

Title: _____

Date: _____

**FORCE ACCOUNT AGREEMENT
BY AND BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
ACTING THROUGH THE
MASSACHUSETTS HIGHWAY DEPARTMENT
AND THE
CITY OF CAMBRIDGE
AGREEMENT NO. 6781**

THIS FORCE ACCOUNT AGREEMENT is made this 26th day of October by and among the MASSACHUSETTS HIGHWAY DEPARTMENT, established and existing under Chapter 8A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116, the MASSACHUSETTS HIGHWAY DEPARTMENT (formerly the Department of Public Works), established and existing under Chapter 18 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the CITY OF CAMBRIDGE, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge"). To establish a funding mechanism for implementation of some of the provisions of the City of Cambridge Services, Agreement executed by and among these parties on September 11, 1992.

RECITALS

MHD and Cambridge ("the Parties") make reference to the following facts upon which this Services Agreement is based:

- A. The MHD is presently undertaking a project known as the Central Artery (I-93/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge. The Project is part of a broad range of multi-modal transportation measures intended to upgrade regional and local transportation systems over the next decade.
- B. The parties recognize that Cambridge has unique expertise and resources to help assess the construction impacts of the Project on Cambridge and its inhabitants.
- C. As sponsor of the Project, the Commonwealth of Massachusetts, acting through the MHD, is primarily responsible for the Project's design, construction and management.
- D. The Parties wish to set forth herein their agreements as to the provision of certain governmental services by Cambridge in connection with the Project, compensation for such services by MHD, coordination of Cambridge's services with MHD's planning and operations relating to the design and construction of the Project, and the undertaking and completion of certain studies, and traffic, transit and public works improvements by MHD.

Now therefore, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree, as follows:

EXHIBIT A

REVISED SERVICES SCHEDULECENTRAL ARTERY/TUNNEL PROJECTPURSUANT TO AGREEMENT WITH THE CITY OF CAMBRIDGE DATEDSeptember 11, 1992SCOPE OF WORK: JULY 1, 1993 THROUGH JUNE 30, 1996

This Services Schedule outlines the nature and anticipated cost of the services to be provided by the City of Cambridge ("Cambridge") to the Massachusetts Highway Department ("MHD") in connection with the Central Artery/Tunnel Project (the "Project") for the period from July 1, 1993 through June 30, 1996, (the "Services Period") all as contemplated by the Agreement (the "Agreement") to which this Services Schedule is attached. The annual budget cap of \$200,000 (the "Annual Budget Cap"), not including consultant services and reimbursements described in Section 3(A) of the Agreement and consultant services described in Section 8 of the Agreement, may not be exceeded without an amendment hereto.

The services are as follows:

1. Planning Services. The Cambridge Department of Public Works, Community Development Department, Conservation Commission, and Traffic and Parking Department will review the plans for the Project components located in Cambridge, including the layout, dimensions, materials, lighting and design of Project roadways, construction staging plans, excavate removal plans, construction worker parking and transportation plans, and the like, all as they may take place in Cambridge or may affect Cambridge streets or neighborhoods, either during or after construction. MHD agrees that its contractors and subcontractors involved in the Project will be contractually required to comply with local permitting requirements and City ordinances in undertaking work in Cambridge, to the extent required by law. These requirements will not supersede federal or state construction design guidelines, as appropriate. The services described in this paragraph include reviewing relevant permitting requests in a timely manner.
2. Traffic Monitoring Program. The Cambridge Traffic and Parking Department will provide traffic monitoring and will assist MHD in identifying and implementing traffic mitigation measures. As soon as practical during the Services Period, the Cambridge Traffic and Parking and Community Development Departments will develop and implement a base line traffic study to be funded by MHD as described in Section 3(a) of this Agreement, to establish base line traffic data on major roadways throughout Cambridge. On the basis of such base line traffic study, the Cambridge Traffic and Parking and Community Development Departments will design and implement a traffic monitoring program to be funded by MHD as described in Section 3(a) of the Agreement.

The scope of such program shall be subject to the approval of MHD, not to be unreasonably withheld. The traffic monitoring program will include signalization improvements, periodic traffic counts, installation of loop detectors and appropriate intersections and completion of integration of traffic signals to the Cambridge Traffic and Parking Department's central computer. The base line study and all information developed as part of the traffic monitoring program shall be available for review by MHD and its representatives and Cambridge agrees to promptly respond to any request for explanations of interpretations of such information..

During construction of the Project, the parties anticipate that Cambridge will assist the MHD in the evaluation of traffic impacts of the Project on Cambridge streets. The cost of any mitigation measures to be undertaken during construction of the Project shall be borne by MHD, and to the extent any mitigation measures are implemented by Cambridge at the written request of MHD, MHD shall promptly reimburse Cambridge for the cost thereof.

In connection with the development of its base line traffic study, and to facilitate the ongoing traffic monitoring program, MHD agrees that Cambridge will be invited to send representatives to participate in all meetings of the Transportation Committee TRANSCOM, and shall have the opportunity to participate in the sharing of the data presently undertaken by the Transportation Committee.

3. Project Coordination. Cambridge will designate a Project Liaison to coordinate the provision of all services to be provided by the various City departments in connection with the Project and to act as the City's representative under the Agreement. The coordination of services to be undertaken by the Project Liaison and other city employees shall include all services to be provided under the Agreement and may include monitoring of the parties' obligations under the Agreement, and a Settlement Agreement between the parties dated September 11, 1992. Cambridge agrees that the Project Liaison shall be available at reasonable times to representatives of the Project and will promptly respond to requests from representatives of the Project.
4. Changes. The Services Schedule sets forth the services anticipated by the parties to be provided for the period from October 26, 1993 to June 30, 1996 (the "Initial Services Period") along with an overall budget cap for such period (the "Initial Budget Cap"). MHD will appoint a contract manager to work in liaison with representatives of Cambridge to monitor progress. If Cambridge anticipates that the Initial Budget Cap will be exceeded for the Initial Services Period, Cambridge will notify MHD and upon receipt of that notice, MHD agrees to promptly enter into negotiations to provide additional funding for that period and further agrees to take good faith efforts to provide the necessary additional funding. IN addition, at least ninety (90) days prior to the commencement of each fiscal year (July 1 through June 30), beginning July 1, 1994, until the expiration or earlier termination of this Agreement (a "Fiscal Year Period"), the parties shall execute and deliver a revised Services Schedule which shall include a detailed description of the Services anticipated by the parties to be provided for the upcoming Fiscal Year Period and a tentative budget therefore (the "Annual Services and Budget Estimate"), and the maximum annual aggregate fee (the "Annual Budget Cap") for the services that will be provided during that Fiscal Year Period. Each revised Services Schedule shall, upon execution by MHD and Cambridge, be deemed to constitute an amendment to this Agreement.
5. Compensation. The City of Cambridge has furnished an estimate for the cost of Services dated October 26, 1993, and totalling \$408,100.00 which is attached hereto as Attachment B, Cost Summary.
6. Payment/Reimbursement. Promptly after the last day of each calendar month (or other period as mutually agreed), in which the Services are to be performed, the City of Cambridge shall prepare and submit an original and four copies of an invoice to the Director of Construction Services, Massachusetts Highway Department, One South Station, 4th Floor Boston, MA 02110. The Massachusetts Highway Department shall reimburse the City of Cambridge for actual cost incurred and accumulated in accordance with accounting procedure's prescribed by applicable state regulatory body for the adjustment to the City of Cambridge for services under this Agreement.

7. Notice.

In the interest of expediting the process contemplated by this section, communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

Cambridge: City Manager
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139

MHD Peter M. Zuk
Project Director
Massachusetts Highway Department
One South Station, 4th Floor
Boston, MA 02110

MHD R. R. Albee
Director of Construction Services
Massachusetts Highway Department
One South Station, 4th Floor
Boston, MA 02110

8. All Amendments to be in Writing.

This Agreement or any part thereof, may be amended from time to time hereafter, including by a revised Services Schedule, only in writing in the case of MHD by the Commissioner, and in the case of Cambridge, by the City Manager.

9. Applicable Law, Binding Effect.

This Agreement is intended to be interpreted pursuant to the laws of the Commonwealth of Massachusetts as a contract under seal. The rights, obligations, liabilities, terms, conditions and agreements of this Agreement under such laws shall inure to the benefit of and by binding upon the successors and representatives of the parties, but this Agreement shall be neither transferable nor assignable. Neither this Agreement nor any performance or failure to perform hereunder by MHD shall create any rights on behalf of any other person not a party hereto. This Services Agreement is executed by the parties concurrently with the Settlement Agreement and Escrow Agreement among the parties of even date herewith, and execution of those agreements by the parties was part of the consideration which induced the parties to execute this Services Agreement.

10. Titles and Headings.

The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

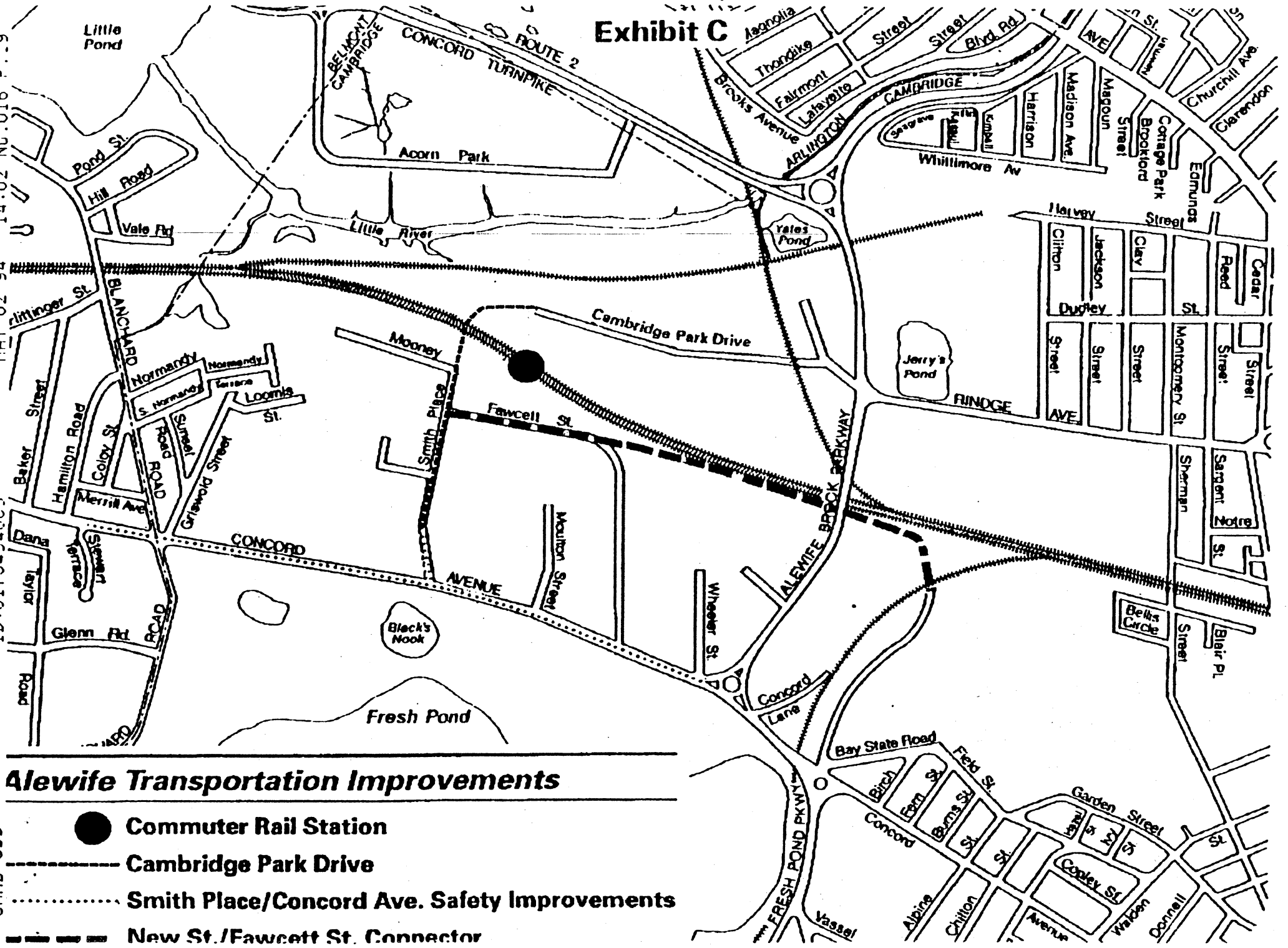
EXECUTED as of the date first written above.

**ATTACHMENT B
CITY OF CAMBRIDGE**

1.	Design & Implementation of base line traffic study per Section 3(A) of Services Agreement dated Sept. 11, 1992	\$25,000.00
2.	Development of a traffic mitigation program per Section 3(A) of Services Agreement dated Sept. 11, 1992	\$60,000.00
3.	Revised Services Schedule Exhibit A	\$200,000.00
4.	Purchase & Installation of Loop Detectors Counter and Memory Packs to monitor traffic Impact during Construction	\$100,000.00
5.	6% City Administrative Cost	\$23,100.00
	Sub-Total	<u>\$385,000.00</u>
	Total Cost	\$408,100.00

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Exhibit C



Alewife Transportation Improvements

- Commuter Rail Station
- Cambridge Park Drive
- Smith Place/Concord Ave. Safety Improvements
- New St./Fawcett St. Connector



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
*Assistant City Manager for
Community Development*

MARY FLYNN,
*Deputy Director for
Community Development*

**Guidelines
for
ALEWIFE ENTRYWAY BEAUTIFICATION PROGRAM**

Following the direction established by the City Council Order of March 15, 1993, the City of Cambridge, acting through the Community Development Department, has developed the following guidelines for the enhancement of the Alewife/Fresh Pond Corridor.

Background

The Planning Board held a special meeting on October 12, 1993 to discuss the issues involved in developing a comprehensive beautification plan for the Route 2 entry and connecting ways into Cambridge. Members of the Planning Board, the Community Development Department, the Conservation Commission, the Water Department, the MDC, and interested residents reviewed the current situation and shared ideas on how the gateway could be enhanced.

Discussion focussed on four areas: the Route 2 entryway, the Alewife Brook Parkway from Route 2 to Concord Avenue, the Fresh Pond Parkway to Huron Avenue, and the Concord and Huron Avenue entryways to the city. See attached outline of sites and issues dated October 12, 1993. The guidelines are based on that discussion, as well as on subsequent planning studies and design work.

GUIDELINES

Public and private improvements shall be designed to enhance the image of this part of the city as a welcoming urban environment through the provision of distinctive lighting, landscaping, signage, and public art.

Lighting. The MDC bridge and highway construction project includes installation of the "1907" lighting fixture. This should become the standard fixture for the public way from the entrance to Cambridge on Route 2, along Alewife Brook Parkway, and to Fresh Pond Parkway.

Landscaping. The corridor should be lined with street trees that can effectively create a parkway image. Wherever appropriate, these trees should be complemented by shrubs, perennials, and other plantings to make a greensward along the parkways.

Public ways. Safe and attractive public ways should be provided throughout, with concrete sidewalks, granite curbing, and sufficient space for street trees and other landscaping where possible.

Signage. Existing public signage is confusing and overly abundant. A coordinated approach to signage should be established for directional purposes and as entryways to the city. A system of entryway signs should be designed and implemented using scales, sizes, and materials appropriate to the particular application, but having some common elements that unify the system.

Furthermore, public signage needs to be coordinated with private signs throughout the area. Although regulation of new commercial signs is covered under the City's Sign Ordinance, the City is encouraging businesses to review existing signage to deal with a myriad of large, nonconforming signs and to reduce confusion. The design and implementation of improved signs should be jointly undertaken by all of the public and private entities, to the extent possible.

Pedestrian and bicycle connections. Automobile traffic is intense in Alewife and tends to overwhelm pedestrians and bicyclists. Improved connections are urgently needed to improve access for people walking and biking in Alewife. The City is sponsoring a program to improve intermodal transportation capabilities, linking bikeways and walkways with public transportation facilities.

Public art. As a way to help create a more humane environment, a program to integrate public art with public improvements should be implemented. The artwork that was provided at Alewife Station is a good start, but there is virtually no other art in the western portion of Cambridge.

Materials. Throughout the area, design and materials should be of a standard and quality indicative of the best in public construction. In general, the MDC project sets a good standard that should be followed as feasible and appropriate throughout Alewife.

Area I: The Entryway at Route 2.

Although it is a major way into the city, the entryway is undifferentiated as anything other than a highway and abruptly dumps traffic onto relatively narrow and slow-moving streets. A more urbane image is required to indicate that this is the end of the highway system and the entry to Cambridge business and residential areas. The entryway should be enhanced through distinctive lighting, landscape plantings, public art, and a coordinated signage system.

Area 2: The Alewife Brook Parkway from Route 2 to Concord Avenue.

Major improvements are under construction with the new MDC roadway and bridge. While the roadway will have no more lanes than now exist, the overall width of the right-of-way for pedestrians and bicyclists will be much greater with the addition of a median strip, sidewalk, and shoulders. The MDC plan specifies installation of the "1907" lighting fixture, a special street light designed in 1907 for the Cambridge parkway system and now used in the East Cambridge Riverfront and along Memorial Drive. Furthermore, the parkway will be well landscaped with a double row of trees, other plantings, and a separate pedestrian and bike path.

However, the bike and pedestrian circulation system is incomplete. Numerous improved connections need to be established, including links to the Minuteman bikeway and across the parkways to Fresh Pond Reservation.

Area 3: Fresh Pond Parkway from the Ground Round Rotary to Huron Avenue.

Both the rotary at the Ground Round at Alewife Brook Parkway and the rotary at the intersection of Fresh Pond Parkway and Concord Avenue present significant traffic problems. Rotaries may be efficient for motor vehicles but they are very difficult to negotiate for both bicyclists and pedestrians. A comprehensive transportation plan should be developed that will safely balance the demands of all users, including cars, pedestrians, and bicyclists safely.

Improved landscaping is needed with an effective maintenance program and an irrigation system to keep the plantings in good condition. This will need to be coordinated with the Cambridge Water Department plans for modernization of the water treatment facility and environmental upgrading of the Fresh Pond Reservation.

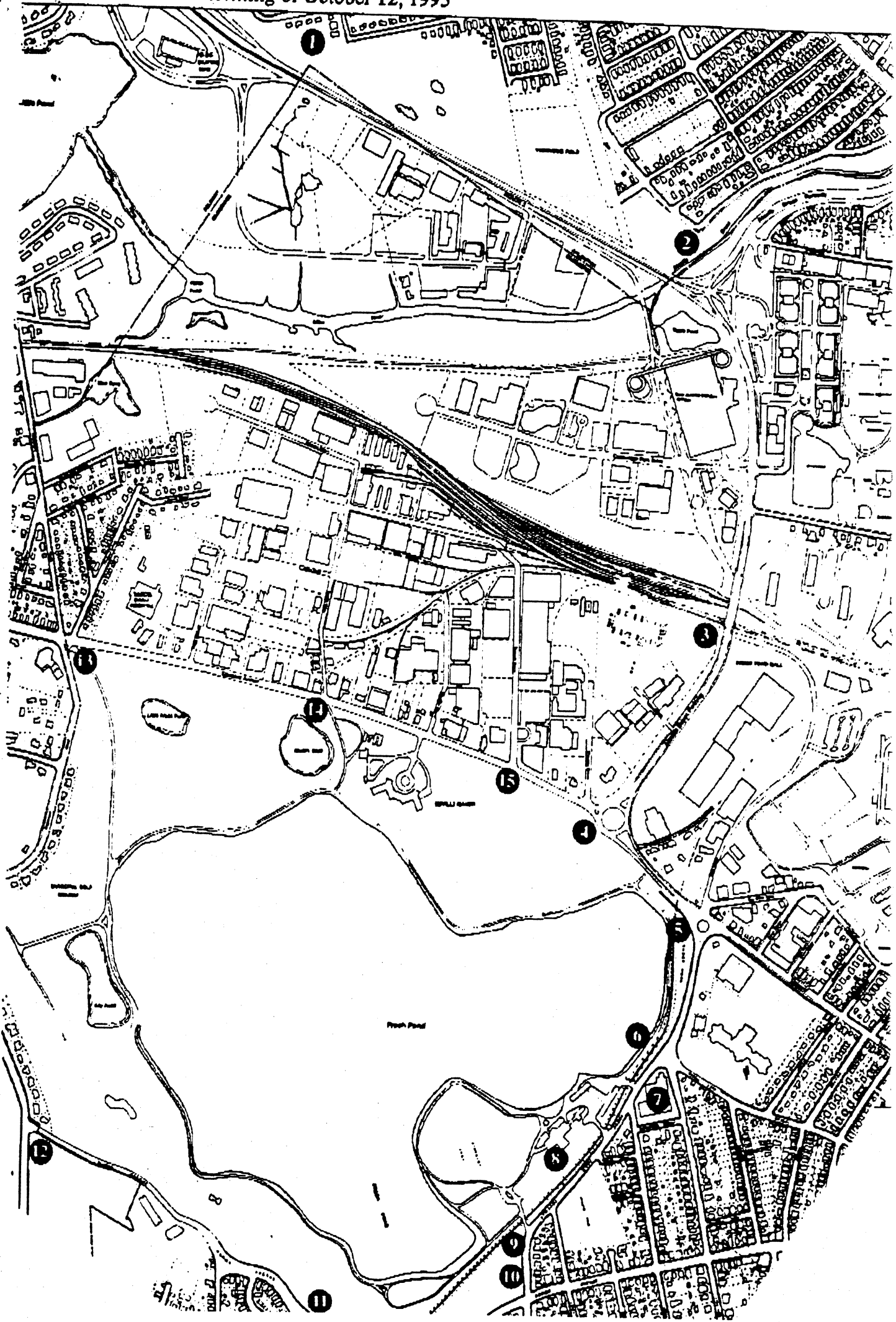
The State DPW plans to rebuild the automobile access bridge into Kingsley Park from Fresh Pond Parkway and to provide safer pedestrian and bicycle access. The City and State are working together to make the bridge an aesthetically attractive structure with improved connections to pedestrian and bike paths. An enhanced landscape design for all of these elements is essential and needs to be put into place along with the structural work.

Private commercial abutters have long treated some 10 to 20 feet of the Parkway as private property, with driveways and parking areas on the public right-of-way. The commercial frontage along Fresh Pond Parkway needs to be upgraded by establishment of the parkway edge, including installation of street trees, sidewalks, and new granite curbing on the public way. Private businesses should be encouraged to upgrade signage and landscaping on their sites in accordance with the quality that will be required for public improvements.

Area 4: Concord and Huron Avenue Entryways.

On Concord Avenue at the Belmont town line, the Public Works Department in coordination with the neighborhood and the Community Development Department have made significant landscape improvements to indicate the entrance to Cambridge. Similar improvements may be appropriate at the Huron Avenue entryway.

Charrette/Brainstorming of October 12, 1993





CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
*Assistant City Manager for
 Community Development*

MARY FLYNN,
*Deputy Director for
 Community Development*

Alewife Planning Study: Entryway to Cambridge
Charrette/Brainstorming of October 12, 1993

Sites and Issues

Areawide goals are for environmental upgrading of the entry points and pathways into Cambridge from the west, with particular concern for public spaces and improved pedestrian pathways and bikeways. In addition, upgraded lighting, public signage, and landscaping are also priorities; private edges along public ways, including new building design and better signage, will also need attention in the future as public initiatives lead the way to a more hospitable landscape and cityscape in Alewife.

- 1 **Entryway at Route 2**
 Appropriate or not for a sign here? Confusing in that one goes in and out of Arlington and Cambridge. Also, unsightly condition of lots an issue, especially former gas station owned by Arthur D. Little. What kind of lighting is appropriate here (the 1907 fixture is being used near shopping centers)? Note Christopher Chadbourne proposal for upgrading pedestrian overpass, and for future building edge along Route 2.
- 2 **Key Intersection at Route 2 and Alewife Brook Parkway**
 Appropriate or not for a sign here? How could view of Yates Pond be enhanced and made more a part of landscaped entry image?
- 3 **MDC Upgrade of Alewife Brook Parkway**
 Find ways to reinforce positive aspects of project through additional planting, fencing, improved signs, etc.
- 4 **Concord/Alewife Brook Rotary**
 New sidewalks to be underway in the near future. Pruning, litter reduction, and maintenance of trees and planting along the Fresh Pond edge and on rotary important. Consider transforming rotary into signalized intersection?
- 5 **Concord/Fresh Pond Rotary**
 Consider transforming rotary into signalized intersection?
- 6 **Fresh Pond Parkway/West Side**
 Better landscaping needed. Clean up parking area: remove pipes, etc. Should there be a parking area here in the long run?

City Hall Annex
 57 Inman Street
 Cambridge, MA 02139
 617 349-4600
 Fax: 617 349-4669

- 7 Fresh Pond Parkway/East Side**
Establish normal parkway edge along this strip that is now dominated by auto uses. Create curblines with proper curb cuts; install sidewalks; landscape and light with 1907 fixtures.
- 8 Water Treatment Plant**
Upgrade parkway edge following decisions from master plan effort about to begin.
- 9 Kingsley Park Bridge**
New bridge @ 25% design. Water Dept. has asked for attractive design with stone facing, park lighting, etc. Need to review design soon. Make entry more prominent. Rework parking as needed.
- 10 Connection between Kingsley Park and Huron Ave.**
Narrow, dangerous path needs to be improved to allow for pedestrian and bike circulation. Issues: How to avoid impacting trees? How to deal with steep grade to railroad bed?
- 11 Huron Ave. Edge of Reservation**
New sidewalk needed. How best to locate it? Design with existing attractive row of trees.
- 12 Huron/Grove Intersection**
Entryway sign needed here? Associated landscaping?
- 13 Entryway from Belmont**
Landscaping underway. Entryway sign needed here?
- 14 Smith Place/Concord Ave. Intersection**
Need to make more welcoming entry to Quadrangle. Coordinate with more graceful pedestrian entry to Reservation?
- 15 Concord Ave. Edge of Reservation**
Need for better perimeter fencing, pruning of trees, new sidewalks, better lighting.



City of Cambridge

4.

IN CITY COUNCIL

March 15, 1993

COUNCILLOR DUEHAY
COUNCILLOR WOLF

- WHEREAS: The approach to Cambridge along Route 2 and Fresh Pond Parkway is visually blighted; and
- WHEREAS: A recent presentation to the Environment Subcommittee of the Cambridge City Council revealed numerous examples of more scenic approaches to cities around the country; and
- WHEREAS: This visual blight is caused by garish signs, unkempt frontages, unsightly parking lots, and a lack of attractive and appropriate plantings; and
- WHEREAS: The Metropolitan District Commission has dealt with a portion of this problem in its recent plans, the bids for which are about to be awarded; and
- WHEREAS: The Alewife Task Force is hard at work on land use issues in this area; and
- WHEREAS: The City Council is considering the establishment of special interim zoning for Alewife until the Alewife Task Force finishes its work; and
- WHEREAS: The City of Cambridge and the Metropolitan District Commission are working to protect and enhance the reservation area around Blair Pond; now therefore be it
- RESOLVED: That the Planning Board be and hereby is requested to turn its attention to planning the comprehensive beautification of the entire westerly approach to Cambridge along Route 2 and Fresh Pond Parkway from the Belmont/Arlington border to Huron Avenue, and be it further
- RESOLVED: That the Planning Board recommend to the City Council, as soon as feasible, a practical and enforceable plan to achieve these beautification objectives utilizing planting, planning, zoning, public/private sector cooperation, design review, and sign control; and be it further

RESOLVED: That in its deliberations the Planning Board consult and involve affected property owners, the MDC and appropriate neighborhood and business individuals and associations.

In City Council March 15, 1993.

Adopted by the affirmative vote of nine members.

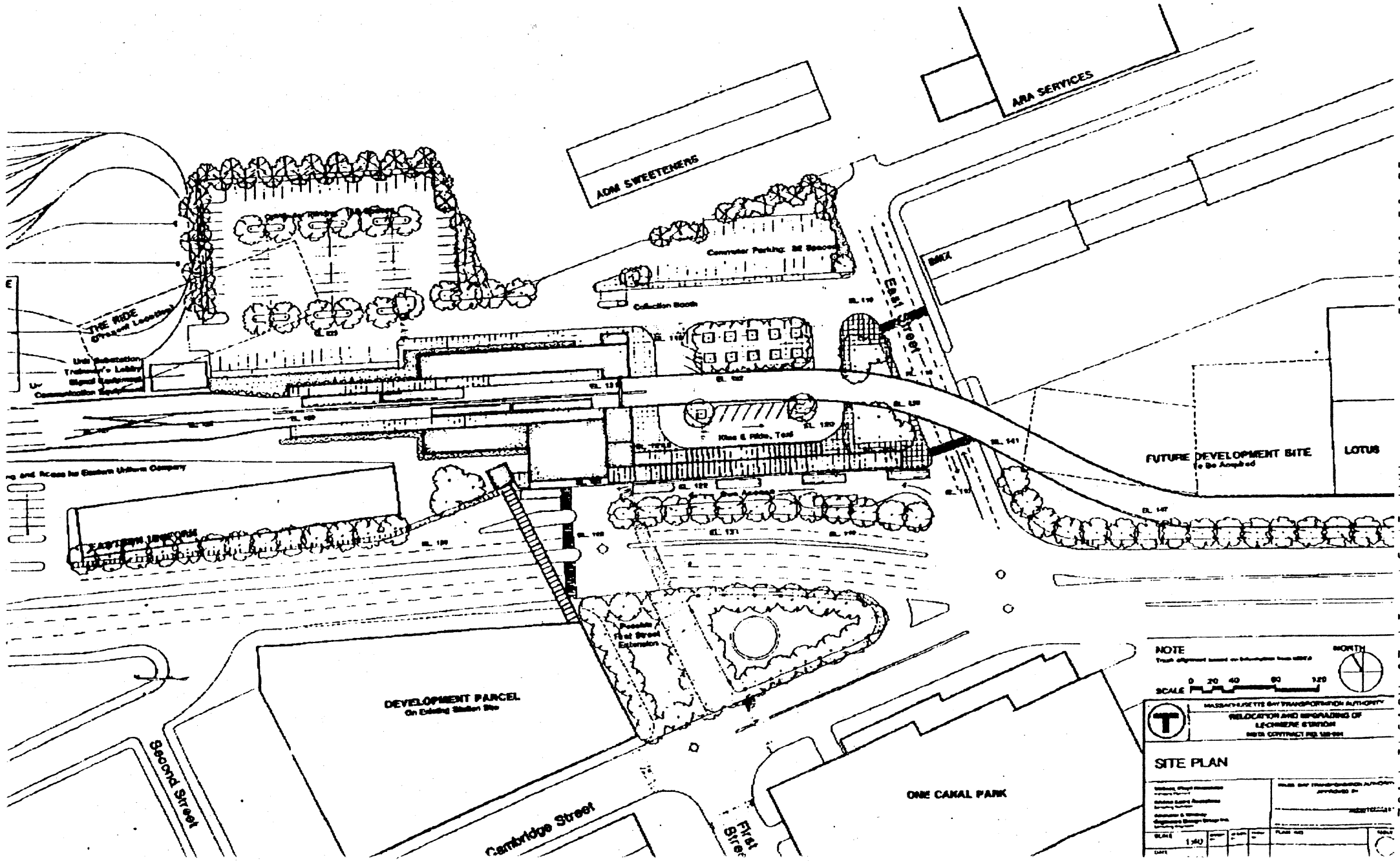
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST: *D. Margaret Drury*

D. Margaret Drury
City Clerk

Exhibit E



NOTE
Track alignment based on information from MBTA

SCALE 0 20 40 80 120

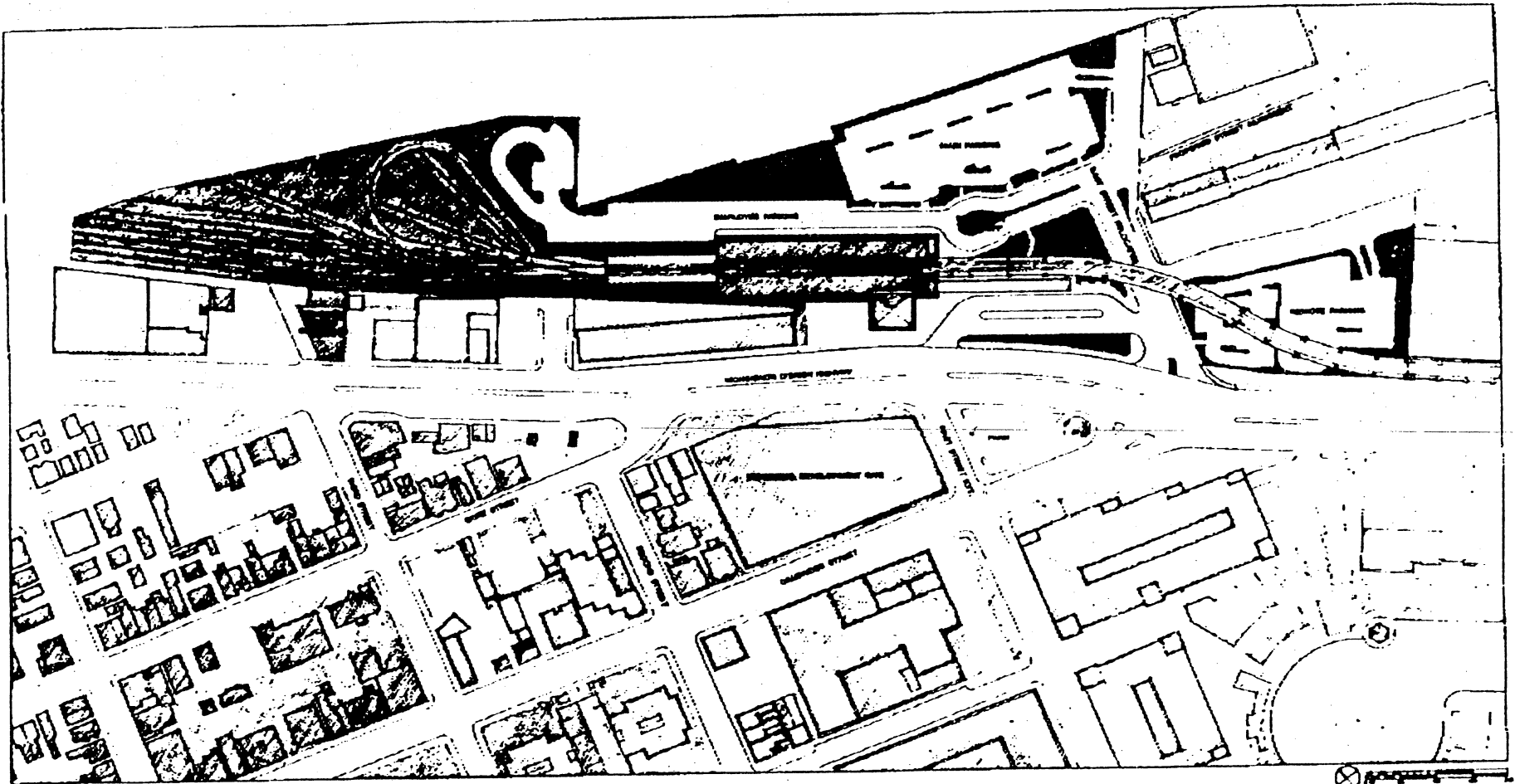
T MASSACHUSETTS BAY TRANSFORMATION AUTHORITY
RELOCATOR AND IMPROVING OF
LECHMERE STATION
MBTA CONTRACT NO. MB-004

SITE PLAN

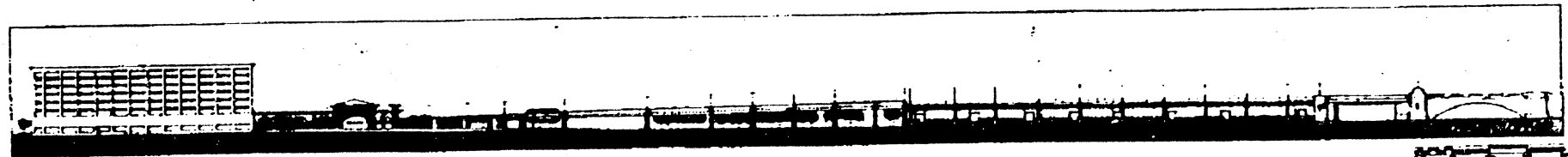
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Area Plan



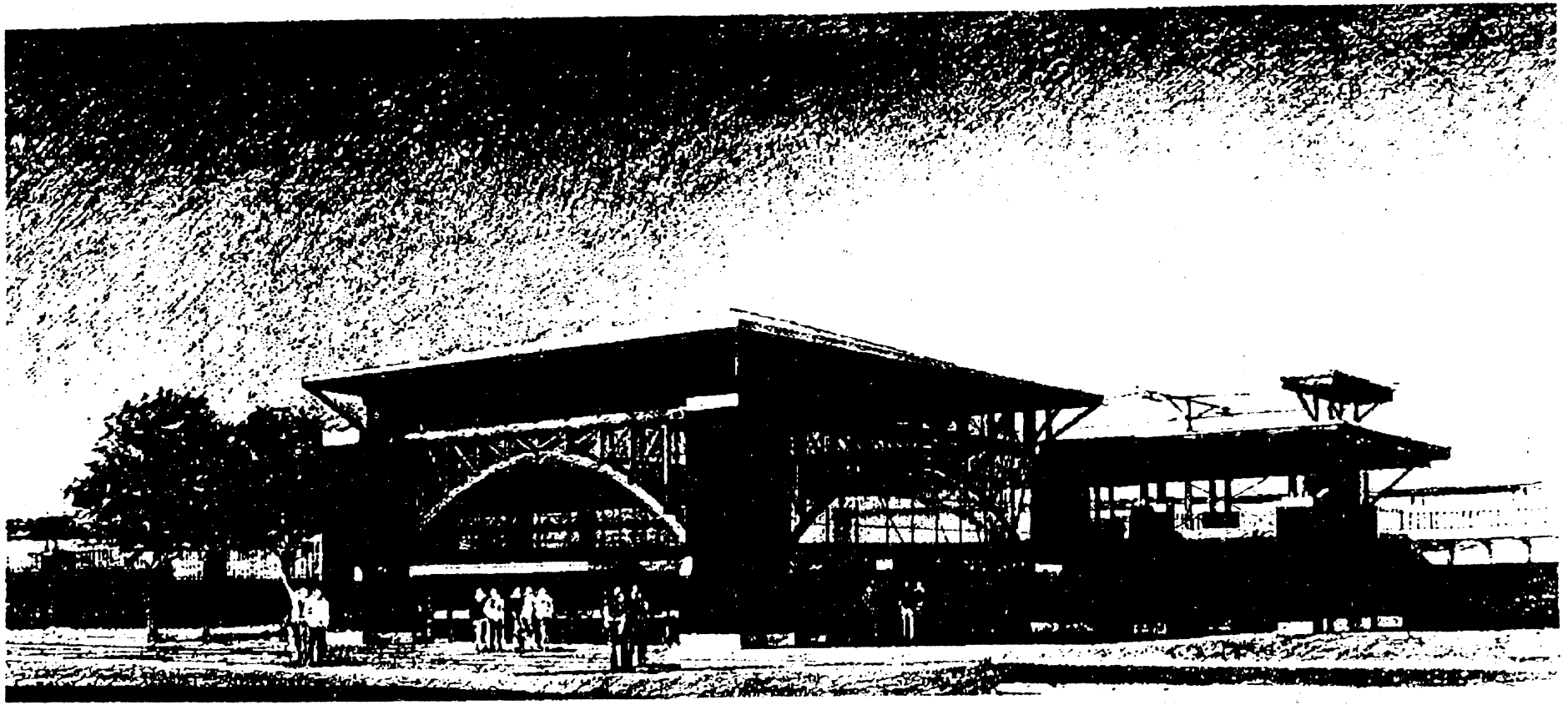
South Site Elevation

Lechmere Station

Relocation and upgrading of MBTA Transportation Facilities

Station Plan, Architecture
 Station Plan, Architecture
 Station Plan, Architecture
 Station Plan, Architecture
 Station Plan, Architecture

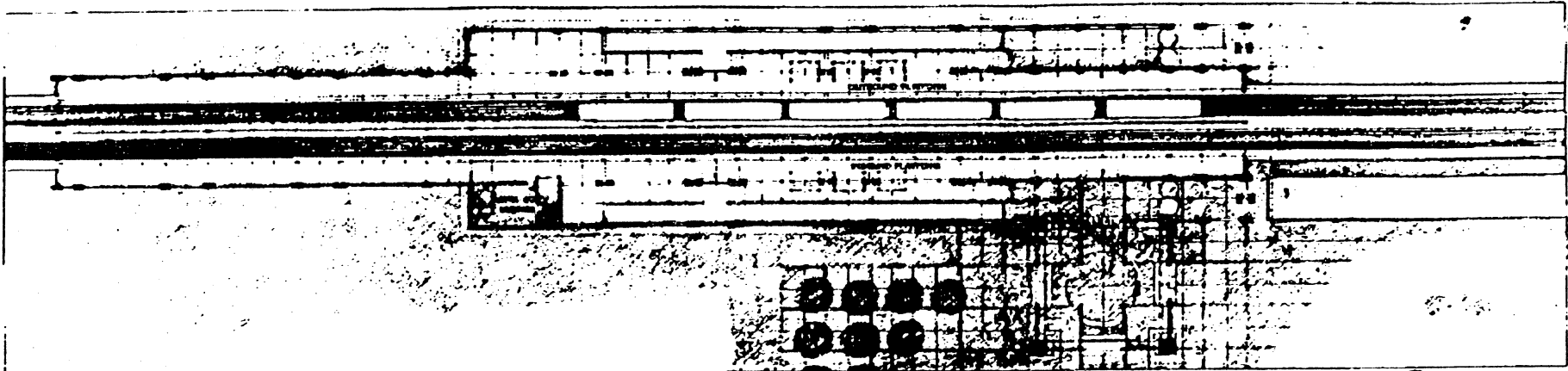




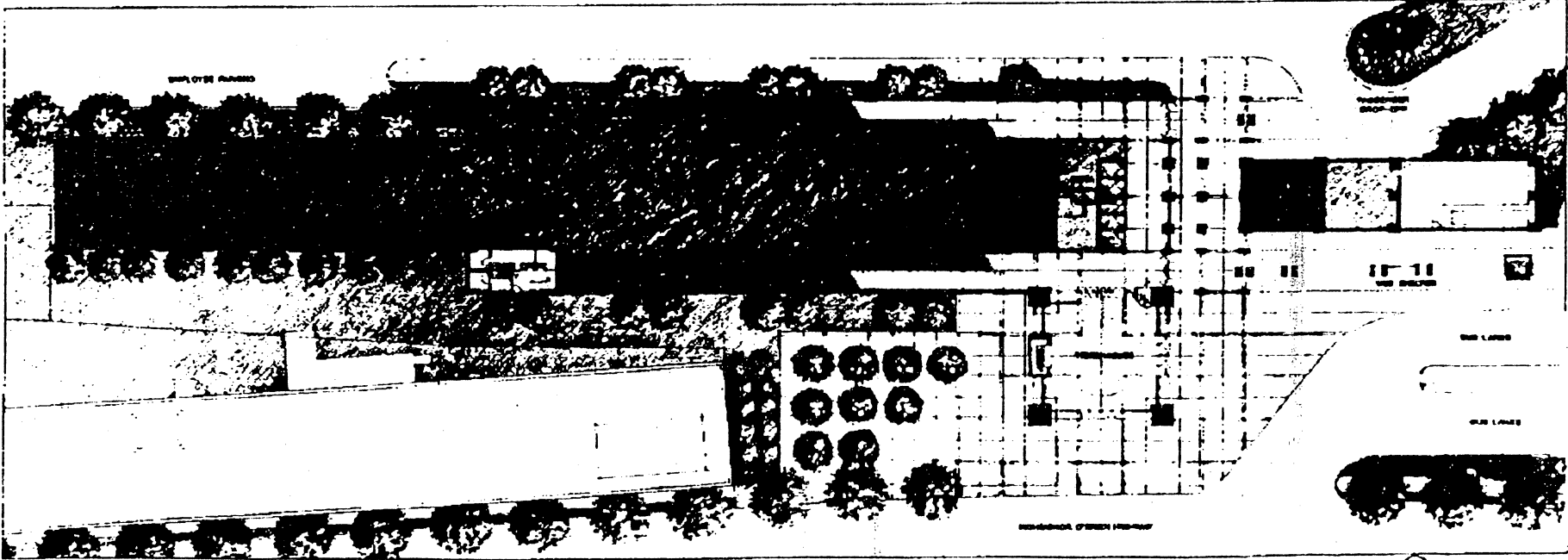
Lechmere Station
 Relocation and Upgrading of MBTA Transportation Facilities

Station Name: Lechmere Station
 Station Number: 100
 Station Type: MBTA Commuter Rail
 Station Address: 100 Lechmere Street
 Station City: Boston, MA
 Station State: MA
 Station Zip: 02128





Platform Plan



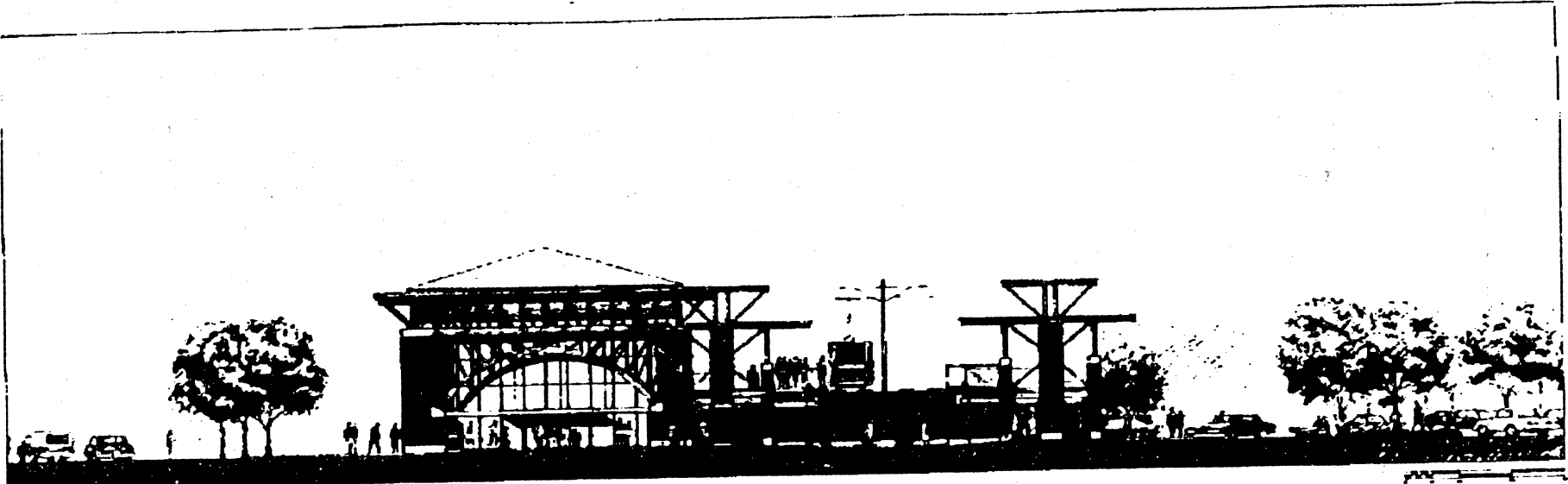
Ground Plan

Lechmere Station

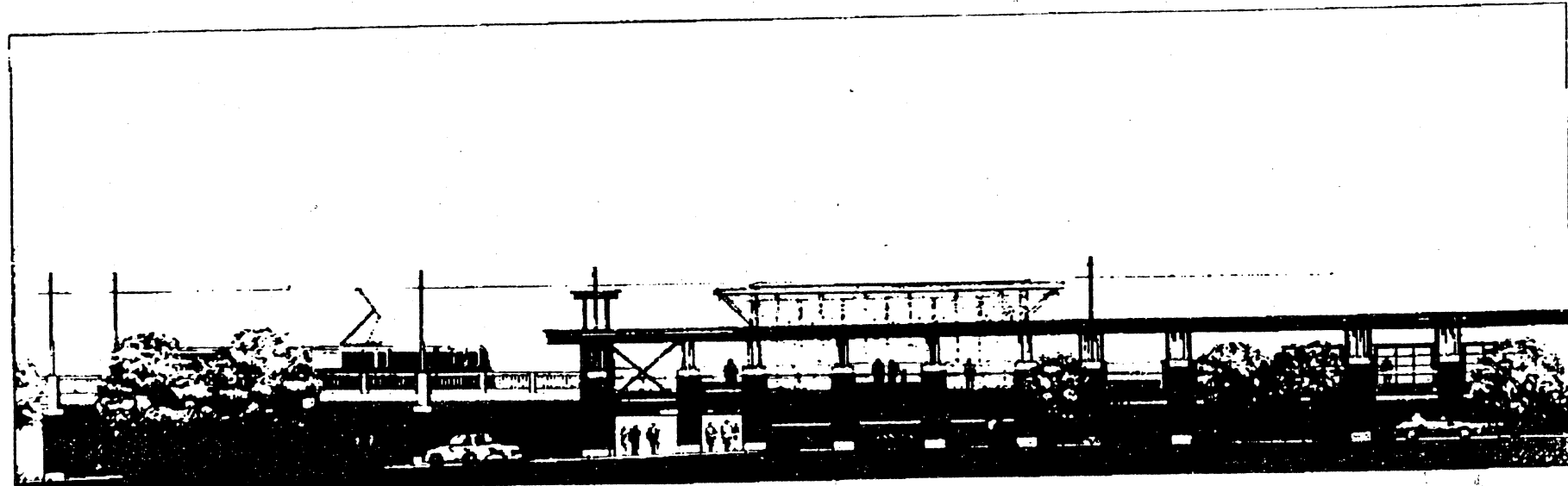
Relocation and Upgrading of MBTA Transportation Facilities

- 1. Station Building
- 2. Platform
- 3. Parking Lot
- 4. Street
- 5. Sidewalk
- 6. Tree
- 7. Light Pole
- 8. Sign
- 9. Utility Pole
- 10. Utility Line





East Elevation



North Elevation

Lechmere Station

Relocation and Upgrading of MBTA Transportation Facilities

WFA
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City of Cambridge

CALENDAR ITEM # 9A

IN CITY COUNCIL

JUNE 6, 1994

WHEREAS: The City of Cambridge has raised objections in its comments to the Secretary of the Executive Office of Environmental Affairs relating to the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project with regard to the unacceptable and unnecessary adverse impacts upon the recreational and environmental resources of the Charles River Basin and upon the City of Cambridge; now therefore be it

ORDERED: That the City Council hereby objects pursuant to the provisions of Massachusetts General Laws Chapter 91 Section 14 to the construction of the bridge components of the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project.

In City Council June 6, 1994.

Adopted by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk



City of Cambridge

CALENDAR ITEM # 9B
~~Agenda-Item-No--43-~~
 IN CITY COUNCIL

~~May 9, 1994~~
 June 6, 1994

WHEREAS, the City Manager and members of his staff, as well as legal counsel for the City, have presented in executive session to the members of the City Council a careful analysis of the litigation options of the City relating to the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel Project (Project), and

WHEREAS, the City Manager and members of his staff have also presented to the members of the City Council, at a meeting of the Environment Committee of the City Council held on May 3, 1994, a proposed Mitigation Agreement containing a set of measures designed to mitigate the impact of the Project in Cambridge, and

WHEREAS, the City Manager and his staff have been negotiating with representatives of the Commonwealth in an effort to achieve a resolution of the dispute between the City and the Commonwealth by identifying mitigation measures that may be included in a settlement agreement that provides the greatest possible assurances to the City that the Commonwealth will meet any commitments made to mitigate the impacts of the Project in Cambridge, NOW THEREFORE BE IT,

ORDERED, that the City Council hereby requests that the City Manager proceed with the filing of any lawsuits available to the City to pursue the City's objections to the Charles River Crossing portion of the Project as identified in the City's Notice of Intent to Sue filed in April of this year, and be it further

ORDERED, that the City Council hereby supports the City Manager's efforts toward possible settlement with the Commonwealth and supports settlement as outlined by the Manager and his staff at the May 3, 1994 Environment Committee meeting, recognizing that the City Manager has authority to settle the litigation and will do so only in the most binding and enforceable manner possible.

In City Council June 6, 1994.

Adopted by a yea and nay vote:-

Yeas 7; Nays 2; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy; *D. Margaret Drury*

ATTEST:-

D. Margaret Drury, City Clerk

MITIGATION AGREEMENT

The City of Cambridge ("Cambridge") and the Massachusetts Highway Department ("MHD") have reached an agreement ("the Mitigation Agreement") regarding mitigation measures which MHD agrees to undertake or cause to be undertaken in order to mitigate in accordance with G.L. c. 30 § 61 the impacts of the construction and operation of the Central Artery/Third Harbor Tunnel Project ("the Project") in Cambridge.

Now, therefore, the Parties agree to include the following mitigation measures as actions required to be undertaken by MHD as part of its obligations under the Agreement for Judgment:

1. Cambridgeport Roadway Improvement Program.

The Parties agree to the construction of a system of roadways that will permit traffic to be diverted from residential streets in the Cambridgeport section of Cambridge. It is the intent of the Parties that the design of the road improvements shall be undertaken by Cambridge with funding provided by MHD and that the actual construction shall be undertaken by MHD, as described below:

(a) Description of Construction. MHD shall undertake the construction of the Cambridgeport Roadway Improvement Program ("the Program") as described in Exhibit A, including, but not limited to, the reconstruction of Brookline Street from Memorial Drive to and including its intersection with Henry Street and beyond to its intersection with Massachusetts Avenue; the reconstruction of the intersection of Henry Street and Brookline Street to prevent, if possible, or to discourage through traffic from using Brookline Street but to permit bus use of Brookline Street; the construction of new roadways that connect Brookline Street to Sidney and Waverly Streets; the construction of a new roadway that connects Waverly Street and Landsdown Street; the reconstruction of Waverly Street from Henry Street to Putnam Avenue and beyond to Massachusetts Avenue, including the reorientation of the truck loading docks at the building known as the California Paint Building (said reorientation to be done in a manner that allows the loading docks to continue to be used for truck loading and unloading during and after the reconstruction of this portion of Waverly Street); the reconstruction of Sidney Street from Pacific Street to Henry Street; the reconstruction of Erie Street from Waverly Street to Albany Street; the reconstruction of Albany Street from Erie Street to Main Street; and the reconstruction of the railroad crossing on Main Street east of Albany Street. The construction shall include, but not be limited to, drainage facilities, utilities, sidewalks, curbing, street lighting, signalization, signage and landscaping.

(b) Planning, Design and Environmental Review. MHD shall fund and Cambridge shall undertake the planning, design and environmental review (if required) of the Program. Promptly after the date hereof, but no later than 90 days, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake all of the planning, design and environmental review required to undertake the construction of the Program with all costs of this work to be

reimbursed by MHD. Cambridge shall cooperate with MHD regarding the planning, design and environmental review of the Program. Cambridge shall submit to the MHD: (1) preliminary plans and specifications; (2) formal design submissions; and (3) the final plans and specifications, including right of way plans (collectively "the Submissions") for approval by the MHD. MHD shall review and approve the Submissions within 90 days of their delivery by Cambridge, which approval shall not be unreasonably withheld. No later than 90 days from the effective date of this Agreement, MHD shall include the Program as a priority project in the Transportation Improvement Program for the Boston Metropolitan Area.

(c) Right-of-Way Acquisition and Construction. Promptly upon completion and approval of the seventy-five percent design plans and the right of way plans of the Program, but no later than 90 days, MHD shall promptly commence and diligently pursue all of the right of way acquisitions necessary for the completion of the Program. Promptly upon the completion of the right of way acquisitions, but no later than 90 days, the MHD shall commence and diligently pursue the actual construction of the Program, including the award of the construction contracts, and shall supervise construction of the Program in consultation with Cambridge.

(d) Supersedence of Services Agreement. The Parties intend that the provisions of this Mitigation Agreement regarding the Program shall supersede and replace in all respects the provisions regarding the Program in Paragraph 2(f) of the Services Agreement.

2. Employment and Training.

In addition to the provisions of Section 6 of the Services Agreement relating to employment and training, the Parties agree that for a four-year period the MHD shall provide funds in the amount of \$450,000 annually to Cambridge for employment and training programs to be administered by Cambridge. MHD therefore shall provide Cambridge grants necessary to provide \$450,000 annually for each of the fiscal years 1995, 1996, 1997 and 1998. The provisions of this section shall be in addition to the commitment in the Services Schedule, Exhibit A to the Services Agreement, regarding the provision of \$200,000 annually for services to be provided by Cambridge.

3. North Cambridge Railroad Safety Study.

Cambridge has undertaken the North Cambridge Railroad Safety Crossing Study ("the Study") to review options to improve the safety of commuter rail operations in North Cambridge. The Study is expected to make recommendations for action by the Commonwealth to provide increased safety for such commuter rail operations and for transportation services between significant destinations on either side of the commuter rail right of way that would provide safe access to and from these destinations. MHD shall fund and undertake the construction and implementation of the reasonable recommendations of the Study by September 1, 1994.

4. Truck Traffic Mitigation.

Cambridge is concerned with the increase in truck traffic through residential areas of Cambridge, particularly trucks transporting hazardous cargo. Cambridge therefore seeks to find feasible alternatives for rerouting from Cambridge streets the truck traffic that does not have a Cambridge destination. MHD therefore shall undertake, in addition to the actions taken pursuant to Section 2(c) of the Services Agreement, the following studies:

(a) Traffic Model and Origin and Destination Study. MHD shall create a traffic model that has the capacity to analyze existing and potential truck traffic and routes within the Boston Metropolitan Area (the geographical region east of and including Route 128, which is hereafter referred to as "the Boston Metropolitan Area"). As part of the development of the traffic model, MHD shall undertake a truck origin and destination study of the Boston Metropolitan Area to collect the truck traffic data necessary to create the traffic model. Prior to undertaking the origin and destination study, MHD shall consult with Cambridge regarding the scope of the study, including, but not limited to, where, how and when the truck traffic data is proposed to be collected and what information will be gathered. MHD shall make promptly any reasonable modifications to the proposed scope of work suggested by Cambridge. MHD shall commence the study no later than 90 days from the effective date of this Agreement. MHD shall cooperate with Cambridge during the study, shall provide Cambridge with information as reasonably requested and shall consult with Cambridge in the design and implementation of the traffic model. MHD shall complete the study and the model no later than two years from commencement of the study.

(b) Alternative Truck Routes. MHD shall undertake immediately upon completion of the origin and destination study and the model an analysis of such routes, including exclusion of hazardous cargos from I-90 east of Route 128 and other alternatives suggested by Cambridge. Within one year of the completion of the origin and destination study and the model, MHD shall consult regularly with Cambridge regarding the feasibility of alternative truck routes and shall undertake further analysis of alternative truck routes as requested by Cambridge. Within one year of the completion of the origin and destination study and the model, MHD shall develop recommendations in consultation with Cambridge for Cambridge or regional actions to reduce general and/or hazardous cargo truck traffic on residential streets in Cambridge and shall promptly implement those recommendations agreed to by Cambridge.

(c) Development of Near Term Truck Traffic Evaluation. As the study, model and evaluation of alternatives required by paragraphs (a) and (b) above may take up to three years to complete, MHD shall also provide funding and, where appropriate, technical assistance to Cambridge for consulting services for near term analysis and evaluation of data being collected with the loop detectors installed in accordance with paragraph 2 of Exhibit A to the Services Agreement, additional local data collection and analysis to augment the data from the loop detectors and development of recommendations for near term actions to reduce truck traffic on residential streets in Cambridge. MHD shall facilitate and, where necessary, approve implementation of such recommendations. MHD shall provide to Cambridge up to \$60,000 per year for a period of three years commencing

in fiscal year 1995. Within 90 days from the effective date of this Agreement, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake these consulting services with the costs of such services to be reimbursed by MHD.

5. Alewife Transportation Improvements.

Cambridge has undertaken studies regarding the provision of improved access and safety without increasing traffic in the Alewife area of Cambridge, which is described in Exhibit C. MHD agrees to undertake the following actions with respect to this area:

(a) Commuter Rail Actions. MHD shall study the feasibility of creating a commuter rail stop at the MBTA Alewife Station. The feasibility study shall include, but not be limited to, analysis of potential transportation, environmental, economic and other benefits provided by such a commuter rail stop. MHD shall commence the feasibility study by September 1, 1994, which shall be completed by September 1, 1995. In the event the feasibility study concludes that the creation of a commuter rail stop is feasible, MHD shall undertake the construction of the commuter rail station by January 1, 1998.

(b) Roadway Actions. MHD, if necessary, shall undertake traffic and feasibility studies of potential road access improvements to this area in addition to those already completed by Cambridge. The studies shall analyze the traffic impact and the feasibility of the construction of: a roadway connection between Smith Place and Cambridge Park Drive to be used solely by high occupancy vehicles, pedestrians and bicyclists; the realignment of Smith Place at its intersection with Concord Avenue to improve safety at this area of Concord Avenue; and a new road to connect New Street and Fawcett Street. Cambridge will provide MHD with a proposed scope for the feasibility studies for review and approval by MHD in consultation with Cambridge, such approval not to be unreasonably withheld. The feasibility studies shall include recommendations regarding these and other improvements. MHD shall complete the feasibility studies by December 1, 1994. MHD shall fund and undertake by January 1, 1996 all necessary right of way acquisitions and the construction of the improvements recommended as feasible ("the Improvements").

MHD shall fund, and Cambridge shall undertake the planning, design and environmental review of the Improvements. Promptly after completion of the feasibility studies, but no later than 90 days, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake all of the planning, design and environmental review required to undertake the construction of the Improvements with all costs of this work to be reimbursed by MHD.

6. HOV Study.

Within 30 days from the effective date of this Agreement, MHD shall include in the HOV study required by Section 2(d) of the Services Agreement an analysis of the connection of the proposed Route I-93 HOV lane to East Street as relocated and shall complete such study and issue recommendations developed in consultation with Cambridge

no later than January 1, 1995. MHD shall fund and undertake the construction of improvements including any necessary right of way acquisition recommended by the HOV study before commencement of the actual construction of the Charles River Bridge portion of the Project.

7. MDC Road Improvements.

MHD shall undertake the following actions regarding certain MDC roads located within Cambridge:

(a) Gilmore Bridge. Within 90 days from the effective date of this Agreement, MHD shall undertake a feasibility study for the construction of a third eastbound lane on the Gilmore Bridge that provides additional capacity eastbound to relieve congestion at the intersection of the Gilmore Bridge and Land Boulevard. MHD shall complete the study within six months of its commencement. Immediately after the completion of the study, MHD shall undertake the necessary environmental review and expeditiously commence the construction found to be feasible. The construction shall commence by the earlier of: (i) the commencement of the actual construction of the portion of the Project referred to as the Charles River Bridge and (ii) May 1, 1995.

(b) Left Turn Elimination and Corridor Improvements. MHD shall eliminate left turns on to the Monsignor O'Brien Highway by traffic traveling west on the Gilmore Bridge by altering the traffic signal at the intersection of the Gilmore Bridge and the Monsignor O'Brien Highway to eliminate the left turn movement and posting signage prohibiting such a left turn. The elimination of this left turn shall be implemented by September 1, 1994. MHD by September 1, 1994 shall retime the traffic signal at the intersection of Edwin Land Boulevard and the Monsignor O'Brien Highway and shall coordinate it with other signals along the Monsignor O'Brien Highway in order to improve traffic operations in this corridor.

(c) Western Avenue and River Street Intersections. MHD in consultation with Cambridge shall undertake a study and make recommendations within 90 days from the effective date of this Agreement of potential improvements to the intersections of Memorial Drive and Western Avenue and Memorial Drive and River Street to improve traffic flow and vehicular, bicycle and pedestrian safety at these intersections, including the retiming and coordination of the traffic signals at these locations and at the intersections of Western Avenue and Soldiers Field Road and of River Street and Soldiers Field Road. Within 90 days from issuance of the recommendations MHD shall commence construction of the recommended improvements, which shall be completed within 6 months of the commencement of construction.

(d) Memorial Drive and Massachusetts Avenue Intersection. Within 90 days from the effective date of this Agreement, MHD shall undertake in consultation with Cambridge a study of the feasibility of constructing improvements to the traffic flow and vehicular, bicycle and pedestrian safety at the intersection of Memorial Drive and Massachusetts Avenue. MHD shall undertake by December 1, 1995 the construction of the improvements recommended as feasible by the study.

(e) Alewife Brook Parkway and Route 2 Intersection. Within 90 days from the effective date of this agreement MHD shall undertake in consultation with Cambridge the design and shall expeditiously pursue the construction of improvements to the intersection of Alewife Brook Parkway and Route 2 at the former Dewey/Almy rotary to rechannel and resignalize the intersection. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(f) Concord Avenue Intersections. Within 90 days from the effective date of this agreement, MHD shall undertake in consultation with Cambridge the design and shall expeditiously pursue construction of improvements to the intersection of Concord Avenue and Alewife Brook Parkway and the intersection of Concord Avenue and Fresh Pond Parkway to channelize and signalize in order to improve safety. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(g) Fresh Pond Parkway, Mount Auburn Street and Elmwood Avenue. Within 90 days from the effective date of this agreement, MHD shall undertake in consultation with Cambridge a feasibility study of improvements to the intersection of Fresh Pond Parkway, Mount Auburn Street and Elmwood Avenue to enhance vehicular and pedestrian safety and to prevent diversion of traffic to residential neighborhoods adjacent to the intersection and shall complete such study within 6 months of the commencement of the study. MHD shall construct the improvements recommended by the study within six months from the completion of the study. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(h) Massachusetts Avenue and Alewife Brook Parkway. MHD shall fund the purchase and installation of a new traffic signal controller to create an exclusive left turn phase for traffic turning from Massachusetts Avenue on to the Alewife Brook Parkway. MHD shall enter into a force account agreement substantially similar to Exhibit B which shall permit Cambridge to install the controller with its costs to be promptly reimbursed by MHD.

(i) Alewife Corridor Improvements. MHD by January 1, 1995 shall retime and coordinate all traffic and pedestrian signals on Fresh Pond and Alewife Brook Parkways from the former Dewey/Almy rotary up to and including Huron Avenue including those intersections described above to improve traffic and pedestrian safety.

8. MDC Parkland and Building Improvements.

(a) Cambridge Parkway. MHD shall undertake the construction necessary to discontinue the Cambridge Parkway between its two intersections with Edwin Land Boulevard for all vehicular traffic, except for emergency response vehicles. The construction shall be commenced by December 1, 1994 and shall include the improvements necessary to convert this portion of the Cambridge Parkway to a landscaped park and recreational area, leaving only an appropriately surfaced pathway capable of providing access for fire fighting equipment and other emergency vehicles.

(b) Boat House and Stables. Cambridge shall prepare design guidelines in consultation with MHD and MDC for the renovation of the boat house and adjacent storage building (former stables) on the Old Charles River Dam. MHD shall undertake the design and construction of the renovation of these buildings consistent with the guidelines. MHD shall commence the design and construction of the renovations within 90 days after submission of the final design guidelines. MHD shall provide these facilities promptly upon completion of the renovation to Cambridge for appropriate public use.

9. Relocation of Lechmere Station.

The Parties agree to the relocation of the Lechmere Station as described below:

(a) Relocation Project. MHD shall undertake the construction of the relocation of the MBTA Lechmere Station to the other side of the Monsignor O'Brien Highway, including the demolition and removal of the abandoned station and viaduct and the extension of First Street to the Monsignor O'Brien Highway upon the relocation of the Lechmere Station (all of which is referred to as "the Relocation Project"). The construction of the Relocation Project shall be consistent with the MBTA site plan as described in Exhibit E, but it need not include the construction of the adjacent maintenance facility. MHD shall complete promptly the environmental review required by state and federal law, the final design and the acquisition of right of way, if any is required. The actual construction of the Relocation Project shall commence by the later of: (i) December 1, 1996 or (ii) diligent completion of the environmental review process, final design and right of way acquisition. The Relocation Project shall include, if found to be feasible and desirable, a pedestrian overpass over the Monsignor O'Brien Highway to the new Lechmere Station.

(b) Transportation Services. MHD shall adequately mitigate the impacts on transportation services caused by the construction of the Relocation Project, including, but not limited to, the provision of appropriate bus service to and from the Lechmere Station and North Station and to and from the Lechmere Station to the red line station at Kendall Square in Cambridge.

(c) Supersedece of Services Agreement. The Parties intend for this section to supersede the provisions of Section 1(a) of the Services Agreement.

10. Paratransit Study and Services.

Cambridge intends to enhance the existing transportation services within Cambridge. The Parties, therefore, agree on the following paratransit actions:

(a) Paratransit Study. Cambridge will prepare a scope of services for a comprehensive study for the provision of paratransit services in Cambridge including service between residential areas, retail and other services, the Cambridge Senior Center and other destinations. The scope shall be provided to MHD, which shall review and comment on the proposed scope. MHD shall enter into a force account agreement within 90 days from the effective date of this agreement substantially similar to Exhibit B for the

reimbursement for Cambridge's costs for the study. It is expected that these costs will not exceed \$75,000.

(b) Paratransit Grants. MHD shall cooperate with Cambridge to implement the recommendations of the paratransit study. MHD shall provide Cambridge in fiscal year 1995, or otherwise consistent with the implementation schedule of Cambridge, a grant or grants in the amount of not less than \$1,000,000 for the purchase of capital equipment, including vehicles, necessary to provide the paratransit services recommended by the study and a grant or grants in the amount of not less than \$1,000,000 for initial operating costs for the paratransit service recommended by the study.

11. East Cambridge Mitigation.

The Parties agree to undertake certain actions to mitigate the effects of the Project in East Cambridge as follows:

(a) Traffic Studies. No later than 90 days from the effective date of this Agreement, MHD shall enter into a force account agreement substantially similar to Exhibit B to reimburse Cambridge for the costs of requiring its traffic consultant to analyze and, where appropriate, develop mitigation for traffic congestion in East Cambridge, particularly congestion on residential streets, including but not limited to Second, Third, Rogers, Thorndike, Spring, Hurley, Gore and Warren Streets. Cambridge and its traffic consultant shall work with East Cambridge residents to analyze temporary and permanent traffic measures that are necessary to reduce the congestion on East Cambridge streets including that related to the construction and operation of the Project. The force account agreement shall be effective for a three-year period and shall not exceed \$25,000 for each of the three years of the agreement. The traffic consulting services required by this paragraph shall be in addition to and shall not supersede the city-wide traffic mitigation planning services required by the Services Agreement.

(b) Parks Improvements. MHD shall undertake by December 1, 1994, the construction of improvements as specified by Cambridge to the parks located on Hurley Street between Sciarappa and Fifth Streets and at the intersection of Sciarappa and Otis Streets. MHD shall undertake by December 1, 1994 the construction of improvements as specified by Cambridge at Donnelly Field.

(c) Homeowner Assistance. MHD shall establish a fund available to East Cambridge home owners to provide financial assistance for noise abatement measures to mitigate the impacts caused by the construction of the Project. MHD shall deposit this fund with Cambridge which will administer the fund.

(d) Notification of East Cambridge Residents. MHD, in consultation with East Cambridge's representatives, shall fund the publication of the East Cambridge News six times per year as a public information device to provide, amongst other things, construction updates and information about the Project.

(e) Staff Position. MHD shall provide in an amount no less than \$50,000 annually funds sufficient to staff one full-time staff assistant position to monitor and facilitate progress in implementing this Mitigation Agreement. Such funding shall be made available for fiscal years 1995, 1996, 1997 and 1998.

13. Binding Agreement.

The obligations imposed by this Mitigation Agreement shall not depend on the availability of federal funds. The City and MHD acknowledge that it is the intention of MHD, MDC and MBTA that their obligations hereunder be funded, to the extent possible, by the Federal Highway Administration and the Federal Transit Administration. Accordingly, the City agrees to undertake its best efforts to assist MHD, MDC and MBTA in securing federal approval for said funding.

14. Agreements With MBTA and MDC.

The Parties understand that MHD has entered into agreements with MDC to fund the work and to cause the MDC to undertake the construction of the work required by this Mitigation Agreement regarding facilities owned by MDC and with the MBTA to cause the MBTA to undertake the construction of the work required by this Mitigation Agreement regarding facilities owned by MBTA. The Parties, therefore, intend that the obligations imposed on MHD by this Mitigation Agreement shall be undertaken by the MHD or caused to be undertaken by the MDC or MBTA in accordance with these agreements.

15. Definitions.

For the purposes of this Mitigation Agreement, the following terms shall have the following meanings:

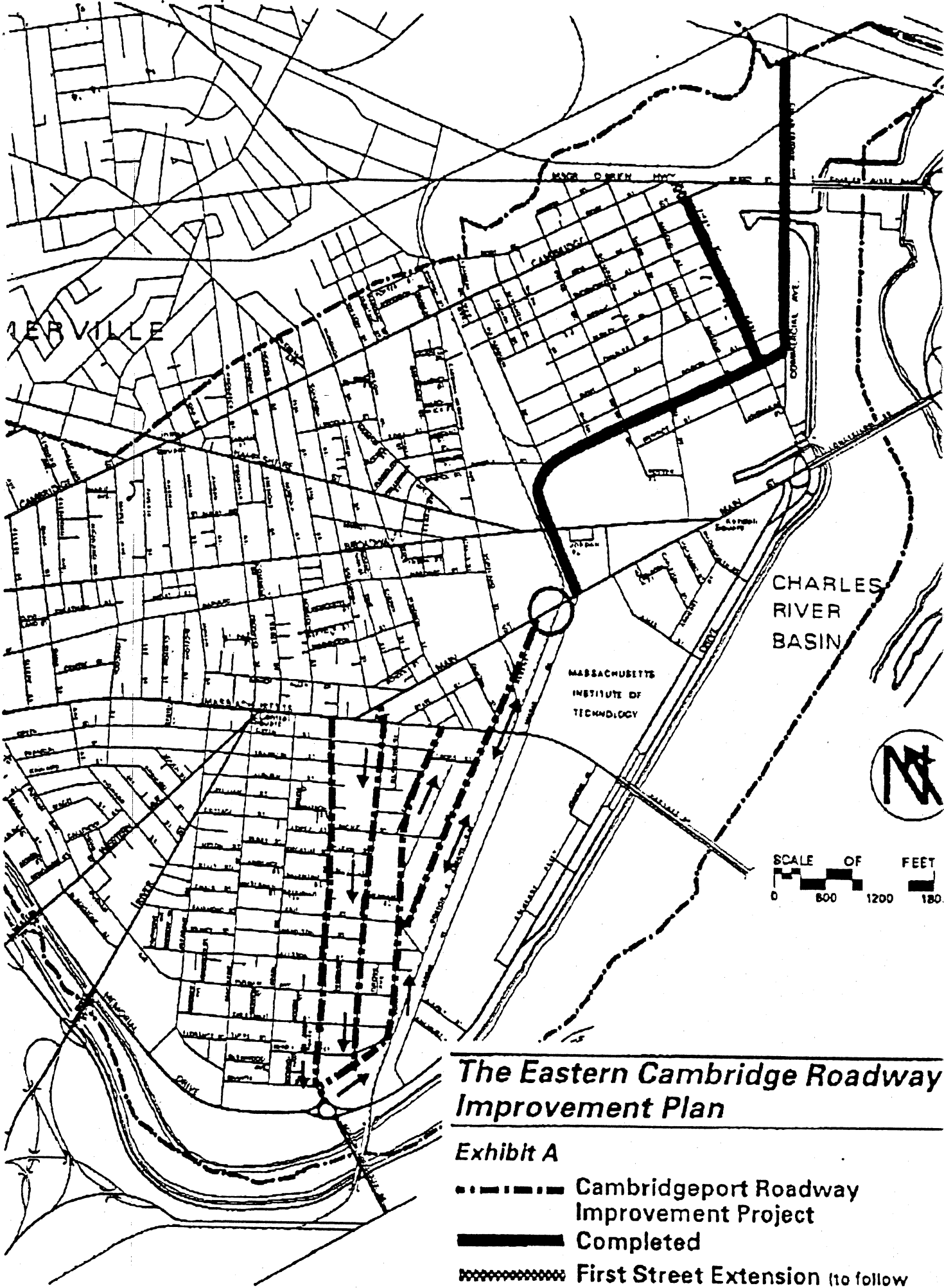
(a) With regard to work to be performed by MHD and MDC, the term "construction" shall have the same meaning as that term has in 23 U.S.C. §101(a) and shall include funding with state and/or federal funds.

(b) With regard to MBTA work to be performed by MBTA, the term "construction" shall have the same meaning as that term has in 49 U.S.C. App. §1608(c)(1) and shall include funding with state and/or federal funds.

(c) The term "Services Agreement" shall mean the September 11, 1992 agreement by and among EOTC, MHD and Cambridge that is entitled the Services Agreement.

16. Studies.

Unless provided otherwise, the MHD, with respect to all studies required to be undertaken, shall provide Cambridge with a proposed scope of work for review and comment. The MHD shall incorporate into the final scope of work the reasonable comments made by Cambridge before undertaking the study.



The Eastern Cambridge Roadway Improvement Plan

Exhibit A

- Cambridgeport Roadway Improvement Project
- Completed
-** First Street Extension (to follow station relocation)

Exhibit B

**FORCE ACCOUNT AGREEMENT
BY AND BETWEEN
COMMONWEALTH OF MASSACHUSETTS
ACTING THROUGH THE
MASSACHUSETTS HIGHWAY DEPARTMENT
AND
CITY OF CAMBRIDGE
AGREEMENT NO. 6781**

This AGREEMENT, entered into this 20th day of Dec 1993, by and between the CITY OF CAMBRIDGE, hereinafter referred to as "CAMBRIDGE", and the COMMONWEALTH OF MASSACHUSETTS through its MASSACHUSETTS HIGHWAY DEPARTMENT, hereinafter referred to as "DEPARTMENT".

WITNESSETH

WHEREAS, the DEPARTMENT is presently undertaking a project known as the Central Artery (I-93/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge.

WHEREAS, this AGREEMENT includes Standard Provisions for Relocation, Special Provisions (Exhibit A) the City of Cambridge Estimate (Attachment B), as established by the City of Cambridge and,

WHEREAS, the DEPARTMENT will reimburse the City of Cambridge for actual cost and related indirect costs accumulated in accordance with Attachment B and, WHEREAS, the City of Cambridge services are authorized and will commence _____ as approved by the DEPARTMENT, and

WHEREAS, all Contract activities and correspondence shall be directed to the Authorized Representatives of each party.

DEPARTMENT REPRESENTATIVE

Peter M. Zuk
Director, I-93/I-90 Project
Massachusetts Highway Department
One South Station
Boston, MA 02110
Telephone (617) 951-6000

CITY OF CAMBRIDGE

City Manager
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139
Telephone (617) 349-4604

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

Approved:

COMMONWEALTH OF MASSACHUSETTS
HIGHWAY DEPARTMENT

WSF/28 Dec

Commissioner

Maura Chel

Associate Commissioner

[Signature]

Associate Commissioner

[Signature]

Associate Commissioner

Associate Commissioner

UNEXECUTED AGREEMENT APPROVAL
BY FHWA

N/A

Approved as to Form:

CITY OF CAMBRIDGE

By:

[Signature]

Title:

Date:

FORCE ACCOUNT AGREEMENT
BY AND BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
ACTING THROUGH THE
MASSACHUSETTS HIGHWAY DEPARTMENT
AND THE
CITY OF CAMBRIDGE
AGREEMENT NO. 6781

THIS FORCE ACCOUNT AGREEMENT is made this 26th day of October by and among the MASSACHUSETTS HIGHWAY DEPARTMENT, established and existing under Chapter 6A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02118, the MASSACHUSETTS HIGHWAY DEPARTMENT (formerly the Department of Public Works), established and existing under Chapter 16 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the CITY OF CAMBRIDGE, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge"). To establish a funding mechanism for implementation of some of the provisions of the City of Cambridge Services, Agreement executed by and among these parties on September 11, 1992.

RECITALS

MHD and Cambridge ("the Parties") make reference to the following facts upon which this Services Agreement is based:

- A. The MHD is presently undertaking a project known as the Central Artery (I-93/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge. The Project is part of a broad range of multi-modal transportation measures intended to upgrade regional and local transportation systems over the next decade.
- B. The parties recognize that Cambridge has unique expertise and resources to help assess the construction impacts of the Project on Cambridge and its inhabitants.
- C. As sponsor of the Project, the Commonwealth of Massachusetts, acting through the MHD, is primarily responsible for the Project's design, construction and management.
- D. The Parties wish to set forth herein their agreements as to the provision of certain governmental services by Cambridge in connection with the Project, compensation for such services by MHD, coordination of Cambridge's services with MHD's planning and operations relating to the design and construction of the Project, and the undertaking and completion of certain studies, and traffic, transit and public works improvements by MHD.

Now therefore, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree, as follows:

EXHIBIT A

REVISED SERVICES SCHEDULECENTRAL ARTERY/TUNNEL PROJECTPURSUANT TO AGREEMENT WITH THE CITY OF CAMBRIDGE DATEDSeptember 11, 1992SCOPE OF WORK: JULY 1, 1993 THROUGH JUNE 30, 1996

This Services Schedule outlines the nature and anticipated cost of the services to be provided by the City of Cambridge ("Cambridge") to the Massachusetts Highway Department ("MHD") in connection with the Central Artery/Tunnel Project (the "Project") for the period from July 1, 1993 through June 30, 1996, (the "Services Period") all as contemplated by the Agreement (the "Agreement") to which this Services Schedule is attached. The annual budget cap of \$200,000 (the "Annual Budget Cap"), not including consultant services and reimbursements described in Section 3(A) of the Agreement and consultant services described in Section B of the Agreement, may not be exceeded without an amendment hereto.

The services are as follows:

1. Planning Services. The Cambridge Department of Public Works, Community Development Department, Conservation Commission, and Traffic and Parking Department will review the plans for the Project components located in Cambridge, including the layout, dimensions, materials, lighting and design of Project roadways, construction staging plans, excavate removal plans, construction worker parking and transportation plans, and the like, all as they may take place in Cambridge or may affect Cambridge streets or neighborhoods, either during or after construction. MHD agrees that its contractors and subcontractors involved in the Project will be contractually required to comply with local permitting requirements and City ordinances in undertaking work in Cambridge, to the extent required by law. These requirements will not supersede federal or state construction design guidelines, as appropriate. The services described in this paragraph include reviewing relevant permitting requests in a timely manner.
2. Traffic Monitoring Program. The Cambridge Traffic and Parking Department will provide traffic monitoring and will assist MHD in identifying and implementing traffic mitigation measures. As soon as practical during the Services Period, the Cambridge Traffic and Parking and Community Development Departments will develop and implement a base line traffic study to be funded by MHD as described in Section 3(a) of this Agreement, to establish base line traffic data on major roadways throughout Cambridge. On the basis of such base line traffic study, the Cambridge Traffic and Parking and Community Development Departments will design and implement a traffic monitoring program to be funded by MHD as described in Section 3(a) of the Agreement.

The scope of such program shall be subject to the approval of MHD, not to be unreasonably withheld. The traffic monitoring program will include signalization improvements, periodic traffic counts, installation of loop detectors and appropriate intersections and completion of integration of traffic signals to the Cambridge Traffic and Parking Department's central computer. The base line study and all information developed as part of the traffic monitoring program shall be available for review by MHD and its representatives and Cambridge agrees to promptly respond to any request for explanations of interpretations of such information..

26 October 1993
City of Cambridge
Force/COC/Generio/Svo-Agr2.WP5

Services Agreement
Page 2 of 4

During construction of the Project, the parties anticipate that Cambridge will assist the MHD in the evaluation of traffic impacts of the Project on Cambridge streets. The cost of any mitigation measures to be undertaken during construction of the Project shall be borne by MHD, and to the extent any mitigation measures are implemented by Cambridge at the written request of MHD, MHD shall promptly reimburse Cambridge for the cost thereof.

In connection with the development of its base line traffic study, and to facilitate the ongoing traffic monitoring program, MHD agrees that Cambridge will be invited to send representatives to participate in all meetings of the Transportation Committee-TRANSCOM, and shall have the opportunity to participate in the sharing of the data presently undertaken by the Transportation Committee.

3. Project Coordination. Cambridge will designate a Project Liaison to coordinate the provision of all services to be provided by the various City departments in connection with the Project and to act as the City's representative under the Agreement. The coordination of services to be undertaken by the Project Liaison and other city employees shall include all services to be provided under the Agreement and may include monitoring of the parties' obligations under the Agreement, and a Settlement Agreement between the parties dated September 11, 1992. Cambridge agrees that the Project Liaison shall be available at reasonable times to representatives of the Project and will promptly respond to requests from representatives of the Project.
4. Changes. The Services Schedule sets forth the services anticipated by the parties to be provided for the period from October 26, 1993 to June 30, 1996 (the "Initial Services Period") along with an overall budget cap for such period (the "Initial Budget Cap"). MHD will appoint a contract manager to work in liaison with representatives of Cambridge to monitor progress. If Cambridge anticipates that the Initial Budget Cap will be exceeded for the Initial Services Period, Cambridge will notify MHD and upon receipt of that notice, MHD agrees to promptly enter into negotiations to provide additional funding for that period and further agrees to take good faith efforts to provide the necessary additional funding. IN addition, at least ninety (90) days prior to the commencement of each fiscal year (July 1 through June 30), beginning July 1, 1994, until the expiration or earlier termination of this Agreement (a "Fiscal Year Period"), the parties shall execute and deliver a revised Services Schedule which shall include a detailed description of the Services anticipated by the parties to be provided for the upcoming Fiscal Year Period and a tentative budget therefore (the "Annual Services and Budget Estimate"), and the maximum annual aggregate fee (the "Annual Budget Cap") for the services that will be provided during that Fiscal Year Period. Each revised Services Schedule shall, upon execution by MHD and Cambridge, be deemed to constitute an amendment to this Agreement.
5. Compensation. The City of Cambridge has furnished an estimate for the cost of Services dated October 26, 1993, and totalling \$408,100.00 which is attached hereto as Attachment B, Cost Summary.
6. Payment/Reimbursement. Promptly after the last day of each calendar month (or other period as mutually agreed), in which the Services are to be performed, the City of Cambridge shall prepare and submit an original and four copies of an invoice to the Director of Construction Services, Massachusetts Highway Department, One South Station, 4th Floor Boston, MA 02110. The Massachusetts Highway Department shall reimburse the City of Cambridge for actual cost incurred and accumulated in accordance with accounting procedure's prescribed by applicable state regulatory body for the adjustment to the City of Cambridge for services under this Agreement.

7. Notice.

In the interest of expediting the process contemplated by this section, communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

Cambridge: City Manager
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139

MHD Peter M. Zuk
Project Director
Massachusetts Highway Department
One South Station, 4th Floor
Boston, MA 02110

MHD R. R. Albee
Director of Construction Services
Massachusetts Highway Department
One South Station, 4th Floor
Boston, MA 02110

8. All Amendments to be in Writing.

This Agreement or any part thereof, may be amended from time to time hereafter, including by a revised Services Schedule, only in writing in the case of MHD by the Commissioner, and in the case of Cambridge, by the City Manager.

9. Applicable Law, Binding Effect.

This Agreement is intended to be interpreted pursuant to the laws of the Commonwealth of Massachusetts as a contract under seal. The rights, obligations, liabilities, terms, conditions and agreements of this Agreement under such laws shall inure to the benefit of and be binding upon the successors and representatives of the parties, but this Agreement shall be neither transferable nor assignable. Neither this Agreement nor any performance or failure to perform hereunder by MHD shall create any rights on behalf of any other person not a party hereto. This Services Agreement is executed by the parties concurrently with the Settlement Agreement and Escrow Agreement among the parties of even date herewith, and execution of those agreements by the parties was part of the consideration which induced the parties to execute this Services Agreement.

10. Titles and Headings.

The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

EXECUTED as of the date first written above.

ATTACHMENT B
CITY OF CAMBRIDGE

1.	Design & Implementation of base line traffic study per Section 3(A) of Services Agreement dated Sept. 11, 1992	\$25,000.00
2.	Development of a traffic mitigation program per Section 3(A) of Services Agreement dated Sept. 11, 1992	\$60,000.00
3.	Revised Services Schedule Exhibit A	\$200,000.00
4.	Purchase & Installation of Loop Detectors Counter and Memory Packs to monitor traffic Impact during Construction	\$100,000.00
5.	6% City Administrative Cost	\$23,100.00
	Sub-Total	<u>\$385,000.00</u>
	Total Cost	\$408,100.00



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
Assistant City Manager for
Community Development

Guidelines
for

ALEWIFE ENTRYWAY BEAUTIFICATION PROGRAM

MARY FLYNN,
Deputy Director for
Community Development

Following the direction established by the City Council Order of March 15, 1993, the City of Cambridge, acting through the Community Development Department, has developed the following guidelines for the enhancement of the Alewife/Fresh Pond Corridor.

Background

The Planning Board held a special meeting on October 12, 1993 to discuss the issues involved in developing a comprehensive beautification plan for the Route 2 entry and connecting ways into Cambridge. Members of the Planning Board, the Community Development Department, the Conservation Commission, the Water Department, the MDC, and interested residents reviewed the current situation and shared ideas on how the gateway could be enhanced.

Discussion focussed on four areas: the Route 2 entryway, the Alewife Brook Parkway from Route 2 to Concord Avenue, the Fresh Pond Parkway to Huron Avenue, and the Concord and Huron Avenue entryways to the city. See attached outline of sites and issues dated October 12, 1993. The guidelines are based on that discussion, as well as on subsequent planning studies and design work.

GUIDELINES

Public and private improvements shall be designed to enhance the image of this part of the city as a welcoming urban environment through the provision of distinctive lighting, landscaping, signage, and public art.

Lighting. The MDC bridge and highway construction project includes installation of the "1907" lighting fixture. This should become the standard fixture for the public way from the entrance to Cambridge on Route 2, along Alewife Brook Parkway, and to Fresh Pond Parkway.

Landscaping. The corridor should be lined with street trees that can effectively create a parkway image. Wherever appropriate, these trees should be complemented by shrubs, perennials, and other plantings to make a greensward along the parkways.

City Hall Annex
57 Inman Street
Cambridge, MA 02139
617 349-4600
Fax: 617 349-4669

Public ways. Safe and attractive public ways should be provided throughout, with concrete sidewalks, granite curbing, and sufficient space for street trees and other landscaping where possible.

Signage. Existing public signage is confusing and overly abundant. A coordinated approach to signage should be established for directional purposes and as entryways to the city. A system of entryway signs should be designed and implemented using scales, sizes, and materials appropriate to the particular application, but having some common elements that unify the system.

Furthermore, public signage needs to be coordinated with private signs throughout the area. Although regulation of new commercial signs is covered under the City's Sign Ordinance, the City is encouraging businesses to review existing signage to deal with a myriad of large, nonconforming signs and to reduce confusion. The design and implementation of improved signs should be jointly undertaken by all of the public and private entities, to the extent possible.

Pedestrian and bicycle connections. Automobile traffic is intense in Alewife and tends to overwhelm pedestrians and bicyclists. Improved connections are urgently needed to improve access for people walking and biking in Alewife. The City is sponsoring a program to improve intermodal transportation capabilities, linking bikeways and walkways with public transportation facilities.

Public art. As a way to help create a more humane environment, a program to integrate public art with public improvements should be implemented. The artwork that was provided at Alewife Station is a good start, but there is virtually no other art in the western portion of Cambridge.

Materials. Throughout the area, design and materials should be of a standard and quality indicative of the best in public construction. In general, the MDC project sets a good standard that should be followed as feasible and appropriate throughout Alewife.

Area I: The Entryway at Route 2.

Although it is a major way into the city, the entryway is undifferentiated as anything other than a highway and abruptly dumps traffic onto relatively narrow and slow-moving streets. A more urbane image is required to indicate that this is the end of the highway system and the entry to Cambridge business and residential areas. The entryway should be enhanced through distinctive lighting, landscape plantings, public art, and a coordinated signage system.

Area 2: The Alewife Brook Parkway from Route 2 to Concord Avenue.

Major improvements are under construction with the new MDC roadway and bridge. While the roadway will have no more lanes than now exist, the overall width of the right-of-way for pedestrians and bicyclists will be much greater with the addition of a median strip, sidewalk, and shoulders. The MDC plan specifies installation of the "1907" lighting fixture, a special street light designed in 1907 for the Cambridge parkway system and now used in the East Cambridge Riverfront and along Memorial Drive. Furthermore, the parkway will be well landscaped with a double row of trees, other plantings, and a separate pedestrian and bike path.

However, the bike and pedestrian circulation system is incomplete. Numerous improved connections need to be established, including links to the Minuteman bikeway and across the parkways to Fresh Pond Reservation.

Area 3: Fresh Pond Parkway from the Ground Round Rotary to Huron Avenue.

Both the rotary at the Ground Round at Alewife Brook Parkway and the rotary at the intersection of Fresh Pond Parkway and Concord Avenue present significant traffic problems. Rotaries may be efficient for motor vehicles but they are very difficult to negotiate for both bicyclists and pedestrians. A comprehensive transportation plan should be developed that will safely balance the demands of all users, including cars, pedestrians, and bicyclists safely.

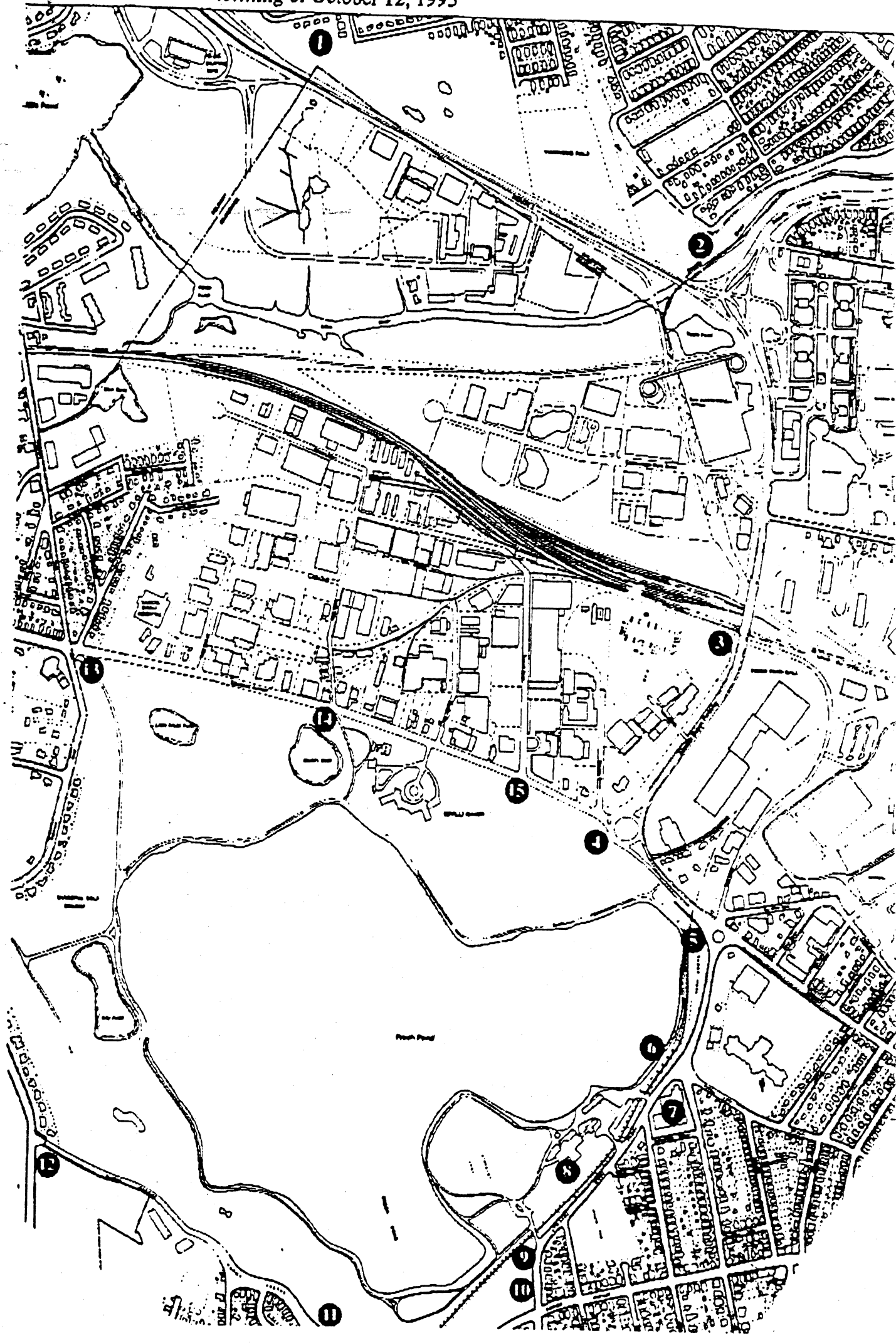
Improved landscaping is needed with an effective maintenance program and an irrigation system to keep the plantings in good condition. This will need to be coordinated with the Cambridge Water Department plans for modernization of the water treatment facility and environmental upgrading of the Fresh Pond Reservation.

The State DPW plans to rebuild the automobile access bridge into Kingsley Park from Fresh Pond Parkway and to provide safer pedestrian and bicycle access. The City and State are working together to make the bridge an aesthetically attractive structure with improved connections to pedestrian and bike paths. An enhanced landscape design for all of these elements is essential and needs to be put into place along with the structural work.

Private commercial abutters have long treated some 10 to 20 feet of the Parkway as private property, with driveways and parking areas on the public right-of-way. The commercial frontage along Fresh Pond Parkway needs to be upgraded by establishment of the parkway edge, including installation of street trees, sidewalks, and new granite curbing on the public way. Private businesses should be encouraged to upgrade signage and landscaping on their sites in accordance with the quality that will be required for public improvements.

Area 4: Concord and Huron Avenue Entryways.

On Concord Avenue at the Belmont town line, the Public Works Department in coordination with the neighborhood and the Community Development Department have made significant landscape improvements to indicate the entrance to Cambridge. Similar improvements may be appropriate at the Huron Avenue entryway.





CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
*Assistant City Manager for
 Community Development*

MARY FLYNN,
*Deputy Director for
 Community Development*

Alewife Planning Study: Entryway to Cambridge
Charrette/Brainstorming of October 12, 1993

Sites and Issues

Area-wide goals are for environmental upgrading of the entry points and pathways into Cambridge from the west, with particular concern for public spaces and improved pedestrian pathways and bikeways. In addition, upgraded lighting, public signage, and landscaping are also priorities; private edges along public ways, including new building design and better signage, will also need attention in the future as public initiatives lead the way to a more hospitable landscape and cityscape in Alewife.

- 1** **Entryway at Route 2**
 Appropriate or not for a sign here? Confusing in that one goes in and out of Arlington and Cambridge. Also, unsightly condition of lots an issue, especially former gas station owned by Arthur D. Little. What kind of lighting is appropriate here (the 1907 fixture is being used near shopping centers)? Note Christopher Chadbourne proposal for upgrading pedestrian overpass, and for future building edge along Route 2.
- 2** **Key Intersection at Route 2 and Alewife Brook Parkway**
 Appropriate or not for a sign here? How could view of Yates Pond be enhanced and made more a part of landscaped entry image?
- 3** **MDC Upgrade of Alewife Brook Parkway**
 Find ways to reinforce positive aspects of project through additional planting, fencing, improved signs, etc.
- 4** **Concord/Alewife Brook Rotary**
 New sidewalks to be underway in the near future. Pruning, litter reduction, and maintenance of trees and planting along the Fresh Pond edge and on rotary important. Consider transforming rotary into signalized intersection?
- 5** **Concord/Fresh Pond Rotary**
 Consider transforming rotary into signalized intersection?
- 6** **Fresh Pond Parkway/West Side**
 Better landscaping needed. Clean up parking area: remove pipes, etc. Should there be a parking area here in the long run?

City Hall Annex
 57 Inman Street
 Cambridge, MA 02139
 617 349-4600
 Fax: 617 349-4669

- 7 Fresh Pond Parkway/East Side**
Establish normal parkway edge along this strip that is now dominated by a uses. Create curbline with proper curb cuts; install sidewalks; landscape as light with 1907 fixtures.
- 8 Water Treatment Plant**
Upgrade parkway edge following decisions from master plan effort about to begin.
- 9 Kingsley Park Bridge**
New bridge @ 25% design. Water Dept. has asked for attractive design with stone facing, park lighting, etc. Need to review design soon. Make entry more prominent. Rework parking as needed.
- 10 Connection between Kingsley Park and Huron Ave.**
Narrow, dangerous path needs to be improved to allow for pedestrian and bicycle circulation. Issues: How to avoid impacting trees? How to deal with steep grade to railroad bed?
- 11 Huron Ave. Edge of Reservation**
New sidewalk needed. How best to locate it? Design with existing attractive row of trees.
- 12 Huron/Grove Intersection**
Entryway sign needed here? Associated landscaping?
- 13 Entryway from Belmont**
Landscaping underway. Entryway sign needed here?
- 14 Smith Place/Concord Ave. Intersection**
Need to make more welcoming entry to Quadrangle. Coordinate with more graceful pedestrian entry to Reservation?
- 15 Concord Ave. Edge of Reservation**
Need for better perimeter fencing, pruning of trees, new sidewalks, better lighting.



City of Cambridge

4.

IN CITY COUNCIL

March 15, 1993

COUNCILLOR DUEHAY
COUNCILLOR WOLF

- WHEREAS: The approach to Cambridge along Route 2 and Fresh Pond Parkway is visually blighted; and
- WHEREAS: A recent presentation to the Environment Subcommittee of the Cambridge City Council revealed numerous examples of more scenic approaches to cities around the country; and
- WHEREAS: This visual blight is caused by garish signs, unkempt frontages, unsightly parking lots, and a lack of attractive and appropriate plantings; and
- WHEREAS: The Metropolitan District Commission has dealt with a portion of this problem in its recent plans, the bids for which are about to be awarded; and
- WHEREAS: The Alewife Task Force is hard at work on land use issues in this area; and
- WHEREAS: The City Council is considering the establishment of special interim zoning for Alewife until the Alewife Task Force finishes its work; and
- WHEREAS: The City of Cambridge and the Metropolitan District Commission are working to protect and enhance the reservation area around Blair Pond; now therefore be it
- RESOLVED: That the Planning Board be and hereby is requested to turn its attention to planning the comprehensive beautification of the entire westerly approach to Cambridge along Route 2 and Fresh Pond Parkway from the Belmont/Arlington border to Huron Avenue, and be it further
- RESOLVED: That the Planning Board recommend to the City Council, as soon as feasible, a practical and enforceable plan to achieve these beautification objectives utilizing planting, planning, zoning, public/private sector cooperation, design review, and sign control; and be it further

RESOLVED: That in its deliberations the Planning Board consult and involve affected property owners, the MDC and appropriate neighborhood and business individuals and associations.

In City Council March 15, 1993.

Adopted by the affirmative vote of nine members.

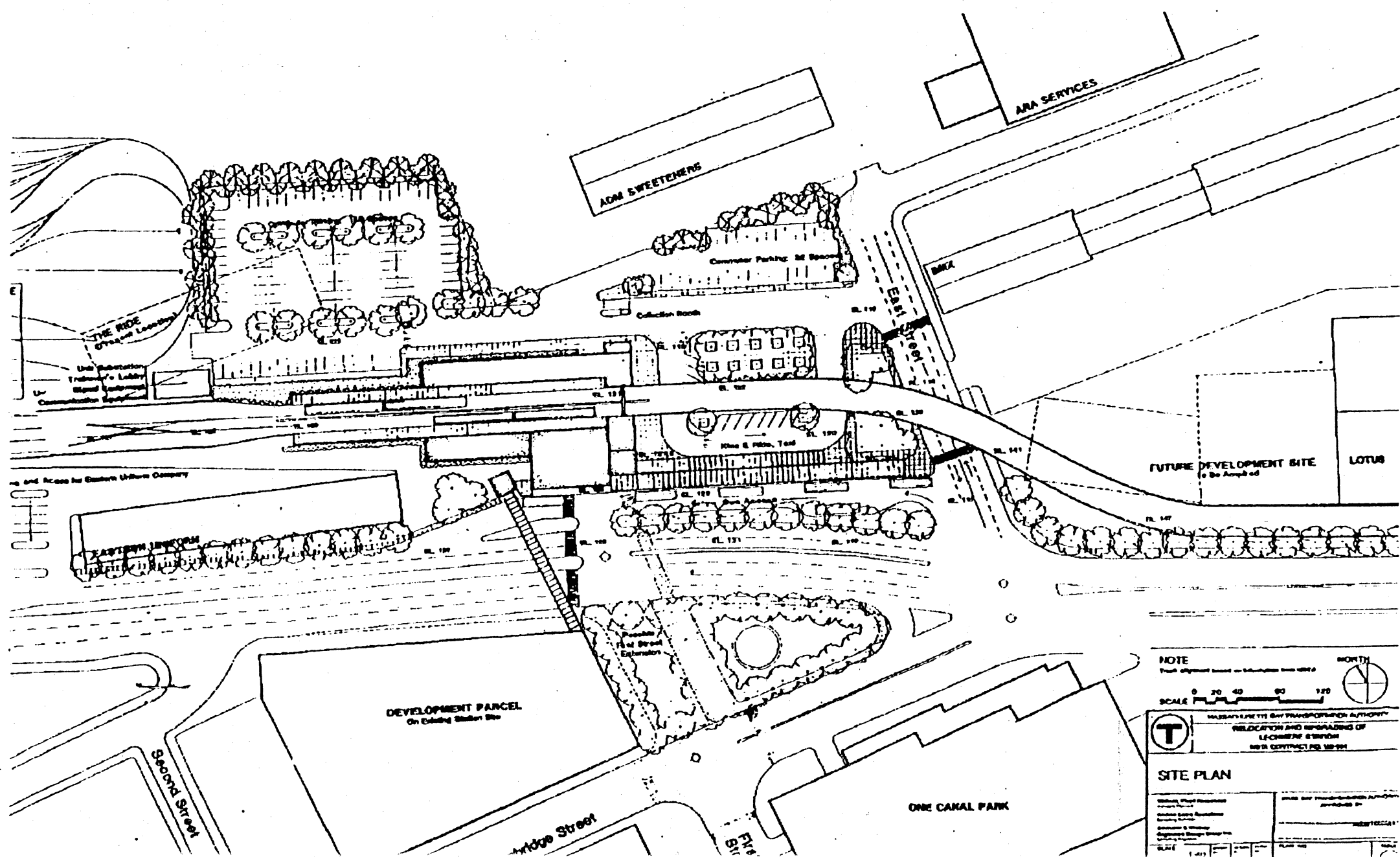
Attest:- D. Margaret Drury, City Clerk.

A true copy;

D. Margaret Drury

D. Margaret Drury
City Clerk

Exhibit E



NOTE
 This alignment based on information from 1870

SCALE: 0 20 40 60 120

T MASSACHUSETTS STATE TRANSPORTATION AUTHORITY
 RELOCATION AND IMPROVEMENTS OF
 LEONARD STREET
 WITH CONTRACT NO. 187-04

SITE PLAN

DATE: 1-23-04

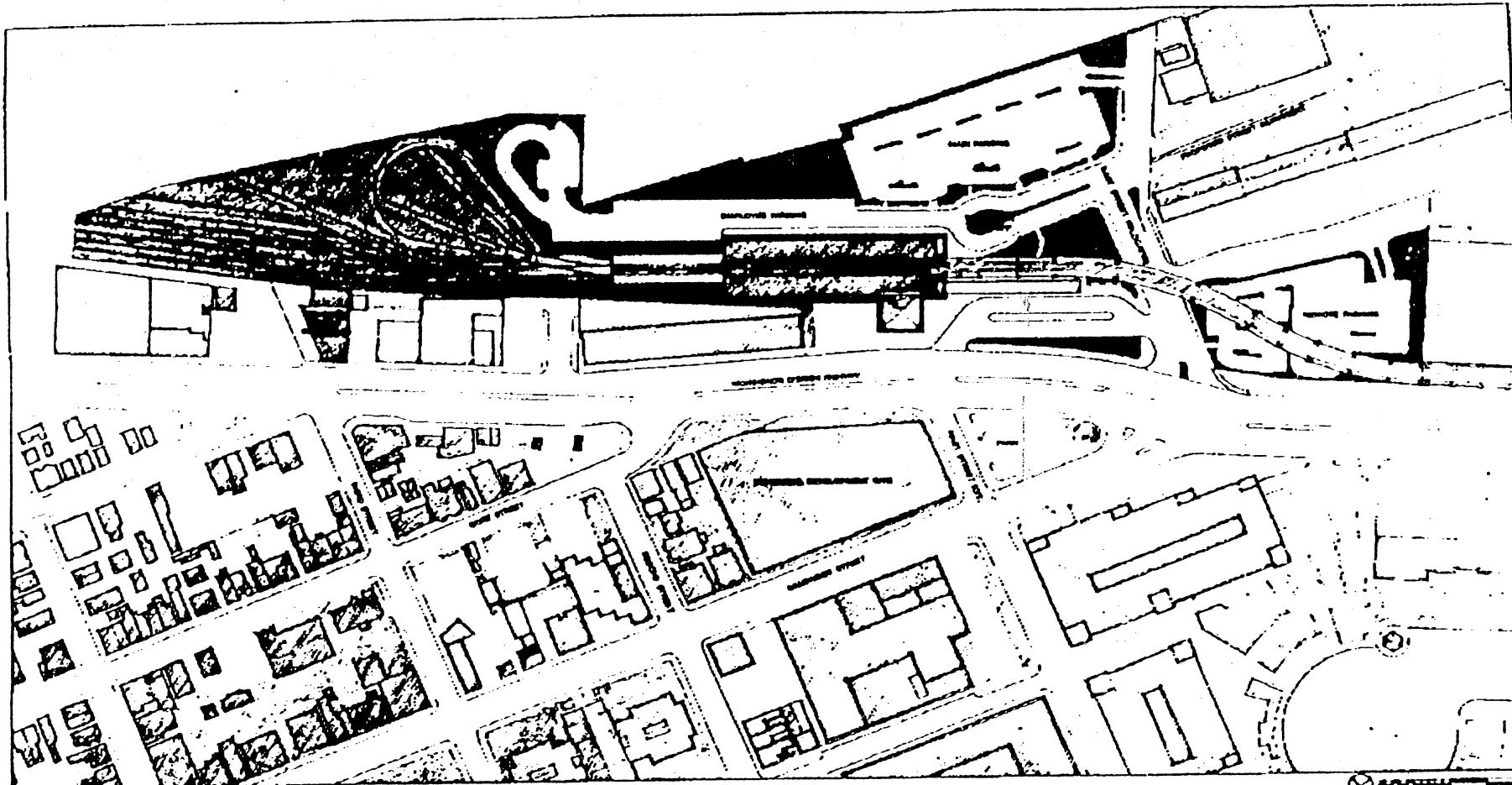
SCALE: 1" = 40'

PLAN NO. 187-04-01

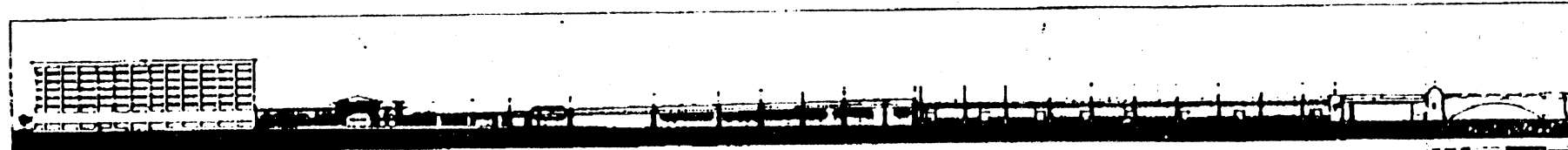
DATE: 1-23-04

SCALE: 1" = 40'

PLAN NO. 187-04-01



Area Plan



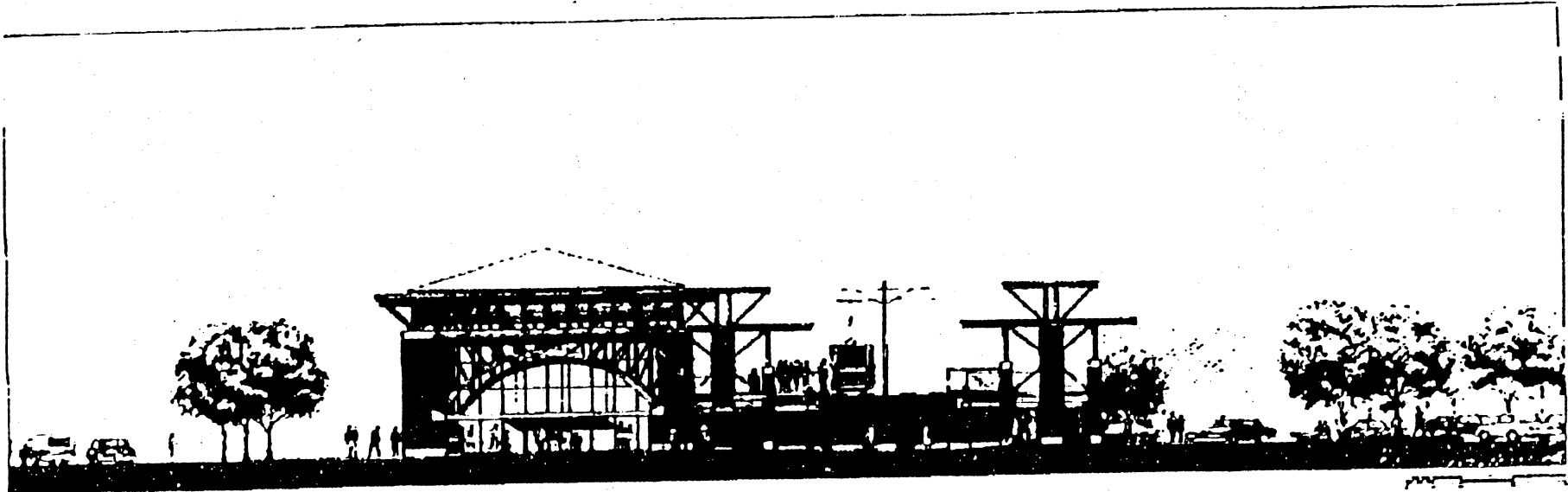
South Site Elevation

Lechmere Station

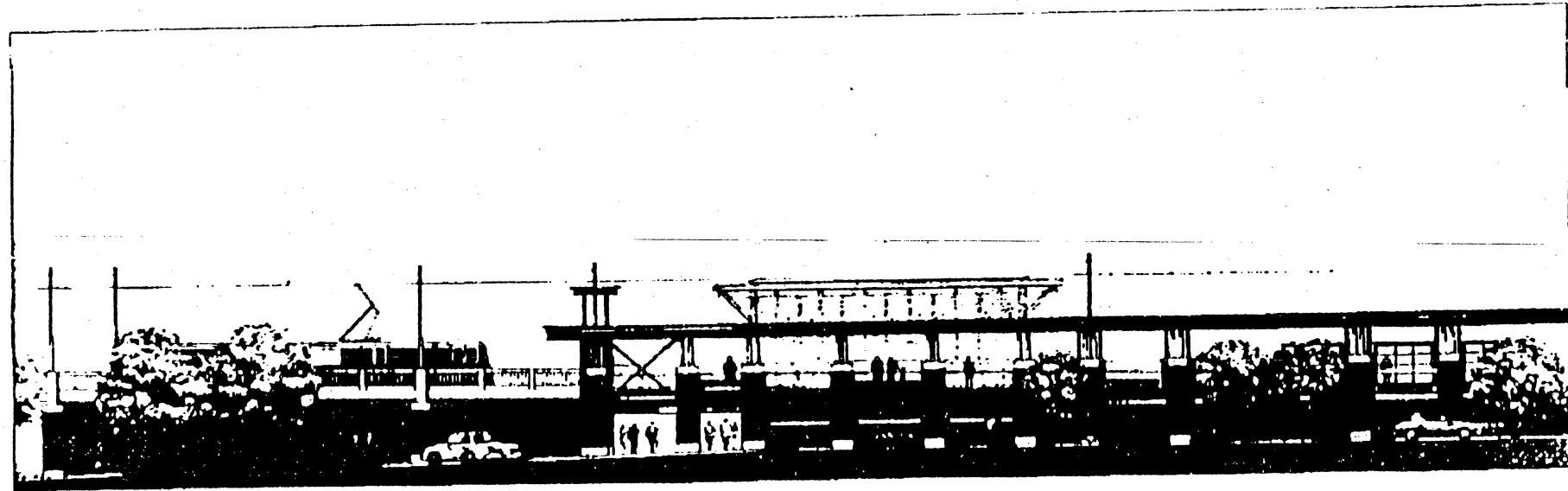
Relocation and Upgrading of MBTA Transportation Facilities

Station Name
 Station Number
 Station Address
 Station Type





East Elevation



North Elevation

Lechmere Station

Relocation and Upgrading of MBTA Transportation Facilities

Station Master's Office
 Ticket Booth
 Waiting Room
 Public Restrooms
 1995



13.



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300
FAX. 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

May 9, 1994

To the Honorable, The City Council,

In response to a request from the Chairman of the Environment Committee I am transmitting a order for consideration by the City Council regarding litigation and settlement options on the Charles River Crossing.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert W. Healy", is written over the word "Sincerely,".

Robert W. Healy

Cal #10

Cosnent Agenda #13

**Transmitting a communication from R.W. Healy
relative to a order for consideration
by the City Council re: litigation and settlement
options on the Charles River Crossing.**

In City Council May 9, 1994

*Tabled by Councilman
Quincy*

Vice Mayor Russell
m. susp to
introduce W/9

City of Cambridge

MASSACHUSETTS

In City Council

6/6

1994

Order On Objection to MGL ch 91 514

	YEA	NAY	ABSENT	PRESENT
Ms. Kathleen L. Born	✓			
Mr. Francis H. Duehay	✓			
Mr. Jonathan S. Myers	✓			
Mrs. Sheila T. Russell	✓			
Mr. Michael A. Sullivan	✓			
Mr. Timothy J. Toomey, Jr.	✓			
Ms. Katherine Triantafillou	✓			
Mr. William H. Walsh	✓			
Mayor Kenneth E. Reeves	✓			

9 0 0 0

MS m. susp W/9-0
RF 0-9

June 6, 1994

WHEREAS, the City of Cambridge has raised objections in its comments to the Secretary of the Executive Office of Environmental Affairs relating to the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project with regard to the unacceptable and unnecessary adverse impacts upon the recreational and environmental resources of the Charles River Basin and upon the City of Cambridge, now therefore be it;

ORDERED, that the City Council hereby objects pursuant to the provisions of M.G.L. c. 91, § 14 to the construction of the bridge component of the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project.

June 6, 1994

WHEREAS, the City of Cambridge has raised objections in its comments to the Secretary of the Executive Office of Environmental Affairs relating to the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project with regard to the unacceptable and unnecessary adverse impacts upon the recreational and environmental resources of the Charles River Basin and upon the City of Cambridge, now therefore be it;

ORDERED, that the City Council hereby objects pursuant to the provisions of M.G.L. c. 91, § 14 to the construction of the bridge component of the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project.



City of Cambridge

CALENDAR ITEM # 9A

IN CITY COUNCIL

JUNE 6, 1994

WHEREAS: The City of Cambridge has raised objections in its comments to the Secretary of the Executive Office of Environmental Affairs relating to the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project with regard to the unacceptable and unnecessary adverse impacts upon the recreational and environmental resources of the Charles River Basin and upon the City of Cambridge; now therefore be it

ORDERED: That the City Council hereby objects pursuant to the provisions of Massachusetts General Laws Chapter 91 Section 14 to the construction of the bridge components of the "preferred alternative" for the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel project.

In City Council June 6, 1994.

Adopted by a ye and nay vote:-

Yeas 9; Nays 0; Absent 0.

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

City of Cambridge

C. Triantafyllou

MASSACHUSETTS

In City Council 6/6 1992

After 12: Extend only ~~motion~~ until vote completed on Ch. Kt. #

	YEA	NAY	ABSENT *	PRESENT
Ms. Kathleen L. Born	✓			
Mr. Francis H. Duehay	✓			
Mr. Jonathan S. Myers	✓			
Mrs. Sheila T. Russell				✓
Mr. Michael A. Sullivan			②	① ✓
Mr. Timothy J. Toomey, Jr.			✓	
Ms. Katherine Triantafyllou	✓			
Mr. William H. Walsh			✓	
Mayor Kenneth E. Reeves	✓			

5 0 2 2

5 0 3 2

* Votes recorded in this column reflect the opinion of the voters that the meeting ended at 12 midnight by operation of Rule 17, and therefore no vote could be taken.

City of Cambridge

MASSACHUSETTS

In City Council

6/6

1994

Executive Session on Charles River Crossing - for Discussion of Litigation Strategy.

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓		W		Mr. Francis H. Duehay
✓				Mr. Jonathan S. Myers
✓				Mrs. Sheila T. Russell
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
✓				Ms. Katherine Triantafillou
✓				Mr. William H. Walsh
✓				Mayor Kenneth E. Reeves

9

0

0

0

Cal # 9B

City of Cambridge

~~Wm Russell on sup to~~
~~Wm~~

MASSACHUSETTS

In City Council

6/6

1994

Unfinished NO 9 - Order

	YEA	NAY	ABSENT	PRESENT
Ms. Kathleen L. Born		✓		
Mr. Francis H. Duehay	✓			
Mr. Jonathan S. Myers	✓			
Mrs. Sheila T. Russell	✓			
Mr. Michael A. Sullivan	✓			
Mr. Timothy J. Toomey, Jr.	✓			
Ms. Katherine Triantafillou		✓		
Mr. William H. Walsh	✓			
Mayor Kenneth E. Reeves	✓			

7 2 0 0

MS m. sup 11/9
RF 0-9



City of Cambridge

Agenda Item No. 13
IN CITY COUNCIL

May 9, 1994

WHEREAS, the City Manager and members of his staff, as well as legal counsel for the City, have presented in executive session to the members of the City Council a careful analysis of the litigation options of the City relating to the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel Project (Project), and

WHEREAS, the City Manager and members of his staff have also presented to the members of the City Council, at a meeting of the Environment Committee of the City Council held on May 3, 1994, a proposed Mitigation Agreement containing a set of measures designed to mitigate the impact of the Project in Cambridge, and

WHEREAS, the City Manager and his staff have been negotiating with representatives of the Commonwealth in an effort to achieve a resolution of the dispute between the City and the Commonwealth by identifying mitigation measures that may be included in a settlement agreement that provides the greatest possible assurances to the City that the Commonwealth will meet any commitments made to mitigate the impacts of the Project in Cambridge, NOW THEREFORE BE IT,

ORDERED, that the City Council hereby requests that the City Manager proceed with the filing of any lawsuits available to the City to pursue the City's objections to the Charles River Crossing portion of the Project as identified in the City's Notice of Intent to Sue filed in April of this year, and be it further

ORDERED, that the City Council hereby supports the City Manager's efforts toward possible settlement with the Commonwealth and supports settlement as outlined by the Manager and his staff at the May 3, 1994 Environment Committee meeting, recognizing that the City Manager has authority to settle the litigation and will do so only in the most binding and enforceable manner possible.

Roll call
7-2-0-0



City of Cambridge

CALENDAR ITEM # 9B
~~Agenda-Item-No--13-~~
IN CITY COUNCIL

~~May 9, 1994~~
June 6, 1994

WHEREAS, the City Manager and members of his staff, as well as legal counsel for the City, have presented in executive session to the members of the City Council a careful analysis of the litigation options of the City relating to the Charles River Crossing portion of the Central Artery/Third Harbor Tunnel Project (Project), and

WHEREAS, the City Manager and members of his staff have also presented to the members of the City Council, at a meeting of the Environment Committee of the City Council held on May 3, 1994, a proposed Mitigation Agreement containing a set of measures designed to mitigate the impact of the Project in Cambridge, and

WHEREAS, the City Manager and his staff have been negotiating with representatives of the Commonwealth in an effort to achieve a resolution of the dispute between the City and the Commonwealth by identifying mitigation measures that may be included in a settlement agreement that provides the greatest possible assurances to the City that the Commonwealth will meet any commitments made to mitigate the impacts of the Project in Cambridge, NOW THEREFORE BE IT,

ORDERED, that the City Council hereby requests that the City Manager proceed with the filing of any lawsuits available to the City to pursue the City's objections to the Charles River Crossing portion of the Project as identified in the City's Notice of Intent to Sue filed in April of this year, and be it further

ORDERED, that the City Council hereby supports the City Manager's efforts toward possible settlement with the Commonwealth and supports settlement as outlined by the Manager and his staff at the May 3, 1994 Environment Committee meeting, recognizing that the City Manager has authority to settle the litigation and will do so only in the most binding and enforceable manner possible.

In City Council June 6, 1994.

Adopted by a yeas and nays vote:-

Yeas 7; Nays 2; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

D. Margaret Drury

ATTEST:-

D. Margaret Drury, City Clerk

MITIGATION AGREEMENT

The City of Cambridge ("Cambridge") and the Massachusetts Highway Department ("MHD") have reached an agreement ("the Mitigation Agreement") regarding mitigation measures which MHD agrees to undertake or cause to be undertaken in order to mitigate in accordance with G.L. c. 30 § 61 the impacts of the construction and operation of the Central Artery/Third Harbor Tunnel Project ("the Project") in Cambridge.

Now, therefore, the Parties agree to include the following mitigation measures as actions required to be undertaken by MHD as part of its obligations under the Agreement for Judgment:

1. Cambridgeport Roadway Improvement Program.

The Parties agree to the construction of a system of roadways that will permit traffic to be diverted from residential streets in the Cambridgeport section of Cambridge. It is the intent of the Parties that the design of the road improvements shall be undertaken by Cambridge with funding provided by MHD and that the actual construction shall be undertaken by MHD, as described below:

(a) Description of Construction. MHD shall undertake the construction of the Cambridgeport Roadway Improvement Program ("the Program") as described in Exhibit A, including, but not limited to, the reconstruction of Brookline Street from Memorial Drive to and including its intersection with Henry Street and beyond to its intersection with Massachusetts Avenue; the reconstruction of the intersection of Henry Street and Brookline Street to prevent, if possible, or to discourage through traffic from using Brookline Street but to permit bus use of Brookline Street; the construction of new roadways that connect Brookline Street to Sidney and Waverly Streets; the construction of a new roadway that connects Waverly Street and Landsdown Street; the reconstruction of Waverly Street from Henry Street to Putnam Avenue and beyond to Massachusetts Avenue, including the reorientation of the truck loading docks at the building known as the California Paint Building (said reorientation to be done in a manner that allows the loading docks to continue to be used for truck loading and unloading during and after the reconstruction of this portion of Waverly Street); the reconstruction of Sidney Street from Pacific Street to Henry Street; the reconstruction of Erie Street from Waverly Street to Albany Street; the reconstruction of Albany Street from Erie Street to Main Street; and the reconstruction of the railroad crossing on Main Street east of Albany Street. The construction shall include, but not be limited to, drainage facilities, utilities, sidewalks, curbing, street lighting, signalization, signage and landscaping.

(b) Planning, Design and Environmental Review. MHD shall fund and Cambridge shall undertake the planning, design and environmental review (if required) of the Program. Promptly after the date hereof, but no later than 90 days, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake all of the planning, design and environmental review required to undertake the construction of the Program with all costs of this work to be

reimbursed by MHD. Cambridge shall cooperate with MHD regarding the planning, design and environmental review of the Program. Cambridge shall submit to the MHD: (1) preliminary plans and specifications; (2) formal design submissions; and (3) the final plans and specifications, including right of way plans (collectively "the Submissions") for approval by the MHD. MHD shall review and approve the Submissions within 90 days of their delivery by Cambridge, which approval shall not be unreasonably withheld. No later than 90 days from the effective date of this Agreement, MHD shall include the Program as a priority project in the Transportation Improvement Program for the Boston Metropolitan Area.

(c) Right-of-Way Acquisition and Construction. Promptly upon completion and approval of the seventy-five percent design plans and the right of way plans of the Program, but no later than 90 days, MHD shall promptly commence and diligently pursue all of the right of way acquisitions necessary for the completion of the Program. Promptly upon the completion of the right of way acquisitions, but no later than 90 days, the MHD shall commence and diligently pursue the actual construction of the Program, including the award of the construction contracts, and shall supervise construction of the Program in consultation with Cambridge.

(d) Supersedece of Services Agreement. The Parties intend that the provisions of this Mitigation Agreement regarding the Program shall supersede and replace in all respects the provisions regarding the Program in Paragraph 2(f) of the Services Agreement.

2. Employment and Training.

In addition to the provisions of Section 6 of the Services Agreement relating to employment and training, the Parties agree that for a four-year period the MHD shall provide funds in the amount of \$450,000 annually to Cambridge for employment and training programs to be administered by Cambridge. MHD therefore shall provide Cambridge grants necessary to provide \$450,000 annually for each of the fiscal years 1995, 1996, 1997 and 1998. The provisions of this section shall be in addition to the commitment in the Services Schedule, Exhibit A to the Services Agreement, regarding the provision of \$200,000 annually for services to be provided by Cambridge.

3. North Cambridge Railroad Safety Study.

Cambridge has undertaken the North Cambridge Railroad Safety Crossing Study ("the Study") to review options to improve the safety of commuter rail operations in North Cambridge. The Study is expected to make recommendations for action by the Commonwealth to provide increased safety for such commuter rail operations and for transportation services between significant destinations on either side of the commuter rail right of way that would provide safe access to and from these destinations. MHD shall fund and undertake the construction and implementation of the reasonable recommendations of the Study by September 1, 1994.

4. Truck Traffic Mitigation.

Cambridge is concerned with the increase in truck traffic through residential areas of Cambridge, particularly trucks transporting hazardous cargo. Cambridge therefore seeks to find feasible alternatives for rerouting from Cambridge streets the truck traffic that does not have a Cambridge destination. MHD therefore shall undertake, in addition to the actions taken pursuant to Section 2(c) of the Services Agreement, the following studies:

(a) Traffic Model and Origin and Destination Study. MHD shall create a traffic model that has the capacity to analyze existing and potential truck traffic and routes within the Boston Metropolitan Area (the geographical region east of and including Route 128, which is hereafter referred to as "the Boston Metropolitan Area"). As part of the development of the traffic model, MHD shall undertake a truck origin and destination study of the Boston Metropolitan Area to collect the truck traffic data necessary to create the traffic model. Prior to undertaking the origin and destination study, MHD shall consult with Cambridge regarding the scope of the study, including, but not limited to, where, how and when the truck traffic data is proposed to be collected and what information will be gathered. MHD shall make promptly any reasonable modifications to the proposed scope of work suggested by Cambridge. MHD shall commence the study no later than 90 days from the effective date of this Agreement. MHD shall cooperate with Cambridge during the study, shall provide Cambridge with information as reasonably requested and shall consult with Cambridge in the design and implementation of the traffic model. MHD shall complete the study and the model no later than two years from commencement of the study.

(b) Alternative Truck Routes. MHD shall undertake immediately upon completion of the origin and destination study and the model an analysis of such routes, including exclusion of hazardous cargos from I-90 east of Route 128 and other alternatives suggested by Cambridge. Within one year of the completion of the origin and destination study and the model, MHD shall consult regularly with Cambridge regarding the feasibility of alternative truck routes and shall undertake further analysis of alternative truck routes as requested by Cambridge. Within one year of the completion of the origin and destination study and the model, MHD shall develop recommendations in consultation with Cambridge for Cambridge or regional actions to reduce general and/or hazardous cargo truck traffic on residential streets in Cambridge and shall promptly implement those recommendations agreed to by Cambridge.

(c) Development of Near Term Truck Traffic Evaluation. As the study, model and evaluation of alternatives required by paragraphs (a) and (b) above may take up to three years to complete, MHD shall also provide funding and, where appropriate, technical assistance to Cambridge for consulting services for near term analysis and evaluation of data being collected with the loop detectors installed in accordance with paragraph 2 of Exhibit A to the Services Agreement, additional local data collection and analysis to augment the data from the loop detectors and development of recommendations for near term actions to reduce truck traffic on residential streets in Cambridge. MHD shall facilitate and, where necessary, approve implementation of such recommendations. MHD shall provide to Cambridge up to \$60,000 per year for a period of three years commencing

in fiscal year 1995. Within 90 days from the effective date of this Agreement, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake these consulting services with the costs of such services to be reimbursed by MHD.

5. Alewife Transportation Improvements.

Cambridge has undertaken studies regarding the provision of improved access and safety without increasing traffic in the Alewife area of Cambridge, which is described in Exhibit C. MHD agrees to undertake the following actions with respect to this area:

(a) Commuter Rail Actions. MHD shall study the feasibility of creating a commuter rail stop at the MBTA Alewife Station. The feasibility study shall include, but not be limited to, analysis of potential transportation, environmental, economic and other benefits provided by such a commuter rail stop. MHD shall commence the feasibility study by September 1, 1994, which shall be completed by September 1, 1995. In the event the feasibility study concludes that the creation of a commuter rail stop is feasible, MHD shall undertake the construction of the commuter rail station by January 1, 1998.

(b) Roadway Actions. MHD, if necessary, shall undertake traffic and feasibility studies of potential road access improvements to this area in addition to those already completed by Cambridge. The studies shall analyze the traffic impact and the feasibility of the construction of: a roadway connection between Smith Place and Cambridge Park Drive to be used solely by high occupancy vehicles, pedestrians and bicyclists; the realignment of Smith Place at its intersection with Concord Avenue to improve safety at this area of Concord Avenue; and a new road to connect New Street and Fawcett Street. Cambridge will provide MHD with a proposed scope for the feasibility studies for review and approval by MHD in consultation with Cambridge, such approval not to be unreasonably withheld. The feasibility studies shall include recommendations regarding these and other improvements. MHD shall complete the feasibility studies by December 1, 1994. MHD shall fund and undertake by January 1, 1996 all necessary right of way acquisitions and the construction of the improvements recommended as feasible ("the Improvements").

MHD shall fund, and Cambridge shall undertake the planning, design and environmental review of the Improvements. Promptly after completion of the feasibility studies, but no later than 90 days, MHD shall enter into a force account agreement with Cambridge substantially similar to Exhibit B, which shall permit Cambridge to undertake all of the planning, design and environmental review required to undertake the construction of the Improvements with all costs of this work to be reimbursed by MHD.

6. HOV Study.

Within 30 days from the effective date of this Agreement, MHD shall include in the HOV study required by Section 2(d) of the Services Agreement an analysis of the connection of the proposed Route I-93 HOV lane to East Street as relocated and shall complete such study and issue recommendations developed in consultation with Cambridge

no later than January 1, 1995. MHD shall fund and undertake the construction of improvements including any necessary right of way acquisition recommended by the HOV study before commencement of the actual construction of the Charles River Bridge portion of the Project.

7. MDC Road Improvements.

MHD shall undertake the following actions regarding certain MDC roads located within Cambridge:

(a) Gilmore Bridge. Within 90 days from the effective date of this Agreement, MHD shall undertake a feasibility study for the construction of a third eastbound lane on the Gilmore Bridge that provides additional capacity eastbound to relieve congestion at the intersection of the Gilmore Bridge and Land Boulevard. MHD shall complete the study within six months of its commencement. Immediately after the completion of the study, MHD shall undertake the necessary environmental review and expeditiously commence the construction found to be feasible. The construction shall commence by the earlier of: (i) the commencement of the actual construction of the portion of the Project referred to as the Charles River Bridge and (ii) May 1, 1995.

(b) Left Turn Elimination and Corridor Improvements. MHD shall eliminate left turns on to the Monsignor O'Brien Highway by traffic traveling west on the Gilmore Bridge by altering the traffic signal at the intersection of the Gilmore Bridge and the Monsignor O'Brien Highway to eliminate the left turn movement and posting signage prohibiting such a left turn. The elimination of this left turn shall be implemented by September 1, 1994. MHD by September 1, 1994 shall retime the traffic signal at the intersection of Edwin Land Boulevard and the Monsignor O'Brien Highway and shall coordinate it with other signals along the Monsignor O'Brien Highway in order to improve traffic operations in this corridor.

(c) Western Avenue and River Street Intersections. MHD in consultation with Cambridge shall undertake a study and make recommendations within 90 days from the effective date of this Agreement of potential improvements to the intersections of Memorial Drive and Western Avenue and Memorial Drive and River Street to improve traffic flow and vehicular, bicycle and pedestrian safety at these intersections, including the retiming and coordination of the traffic signals at these locations and at the intersections of Western Avenue and Soldiers Field Road and of River Street and Soldiers Field Road. Within 90 days from issuance of the recommendations MHD shall commence construction of the recommended improvements, which shall be completed within 6 months of the commencement of construction.

(d) Memorial Drive and Massachusetts Avenue Intersection. Within 90 days from the effective date of this Agreement, MHD shall undertake in consultation with Cambridge a study of the feasibility of constructing improvements to the traffic flow and vehicular, bicycle and pedestrian safety at the intersection of Memorial Drive and Massachusetts Avenue. MHD shall undertake by December 1, 1995 the construction of the improvements recommended as feasible by the study.

(e) Alewife Brook Parkway and Route 2 Intersection. Within 90 days from the effective date of this agreement MHD shall undertake in consultation with Cambridge the design and shall expeditiously pursue the construction of improvements to the intersection of Alewife Brook Parkway and Route 2 at the former Dewey/Almy rotary to rechannel and resignalize the intersection. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(f) Concord Avenue Intersections. Within 90 days from the effective date of this agreement, MHD shall undertake in consultation with Cambridge the design and shall expeditiously pursue construction of improvements to the intersection of Concord Avenue and Alewife Brook Parkway and the intersection of Concord Avenue and Fresh Pond Parkway to channelize and signalize in order to improve safety. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(g) Fresh Pond Parkway, Mount Auburn Street and Elmwood Avenue. Within 90 days from the effective date of this agreement, MHD shall undertake in consultation with Cambridge a feasibility study of improvements to the intersection of Fresh Pond Parkway, Mount Auburn Street and Elmwood Avenue to enhance vehicular and pedestrian safety and to prevent diversion of traffic to residential neighborhoods adjacent to the intersection and shall complete such study within 6 months of the commencement of the study. MHD shall construct the improvements recommended by the study within six months from the completion of the study. This construction shall be consistent with Cambridge's entryway and parkway enhancement plan, which is described in Exhibit D.

(h) Massachusetts Avenue and Alewife Brook Parkway. MHD shall fund the purchase and installation of a new traffic signal controller to create an exclusive left turn phase for traffic turning from Massachusetts Avenue on to the Alewife Brook Parkway. MHD shall enter into a force account agreement substantially similar to Exhibit B which shall permit Cambridge to install the controller with its costs to be promptly reimbursed by MHD.

(i) Alewife Corridor Improvements. MHD by January 1, 1995 shall retime and coordinate all traffic and pedestrian signals on Fresh Pond and Alewife Brook Parkways from the former Dewey/Almy rotary up to and including Huron Avenue including those intersections described above to improve traffic and pedestrian safety.

8. MDC Parkland and Building Improvements.

(a) Cambridge Parkway. MHD shall undertake the construction necessary to discontinue the Cambridge Parkway between its two intersections with Edwin Land Boulevard for all vehicular traffic, except for emergency response vehicles. The construction shall be commenced by December 1, 1994 and shall include the improvements necessary to convert this portion of the Cambridge Parkway to a landscaped park and recreational area, leaving only an appropriately surfaced pathway capable of providing access for fire fighting equipment and other emergency vehicles.

(b) Boat House and Stables. Cambridge shall prepare design guidelines in consultation with MHD and MDC for the renovation of the boat house and adjacent storage building (former stables) on the Old Charles River Dam. MHD shall undertake the design and construction of the renovation of these buildings consistent with the guidelines. MHD shall commence the design and construction of the renovations within 90 days after submission of the final design guidelines. MHD shall provide these facilities promptly upon completion of the renovation to Cambridge for appropriate public use.

9. Relocation of Lechmere Station.

The Parties agree to the relocation of the Lechmere Station as described below:

(a) Relocation Project. MHD shall undertake the construction of the relocation of the MBTA Lechmere Station to the other side of the Monsignor O'Brien Highway, including the demolition and removal of the abandoned station and viaduct and the extension of First Street to the Monsignor O'Brien Highway upon the relocation of the Lechmere Station (all of which is referred to as "the Relocation Project"). The construction of the Relocation Project shall be consistent with the MBTA site plan as described in Exhibit E, but it need not include the construction of the adjacent maintenance facility. MHD shall complete promptly the environmental review required by state and federal law, the final design and the acquisition of right of way, if any is required. The actual construction of the Relocation Project shall commence by the later of: (i) December 1, 1996 or (ii) diligent completion of the environmental review process, final design and right of way acquisition. The Relocation Project shall include, if found to be feasible and desirable, a pedestrian overpass over the Monsignor O'Brien Highway to the new Lechmere Station.

(b) Transportation Services. MHD shall adequately mitigate the impacts on transportation services caused by the construction of the Relocation Project, including, but not limited to, the provision of appropriate bus service to and from the Lechmere Station and North Station and to and from the Lechmere Station to the red line station at Kendall Square in Cambridge.

(c) Supersedence of Services Agreement. The Parties intend for this section to supersede the provisions of Section 1(a) of the Services Agreement.

10. Paratransit Study and Services.

Cambridge intends to enhance the existing transportation services within Cambridge. The Parties, therefore, agree on the following paratransit actions:

(a) Paratransit Study. Cambridge will prepare a scope of services for a comprehensive study for the provision of paratransit services in Cambridge including service between residential areas, retail and other services, the Cambridge Senior Center and other destinations. The scope shall be provided to MHD, which shall review and comment on the proposed scope. MHD shall enter into a force account agreement within 90 days from the effective date of this agreement substantially similar to Exhibit B for the

reimbursement for Cambridge's costs for the study. It is expected that these costs will not exceed \$75,000.

(b) Paratransit Grants. MHD shall cooperate with Cambridge to implement the recommendations of the paratransit study. MHD shall provide Cambridge in fiscal year 1995, or otherwise consistent with the implementation schedule of Cambridge, a grant or grants in the amount of not less than \$1,000,000 for the purchase of capital equipment, including vehicles, necessary to provide the paratransit services recommended by the study and a grant or grants in the amount of not less than \$1,000,000 for initial operating costs for the paratransit service recommended by the study.

11. East Cambridge Mitigation.

The Parties agree to undertake certain actions to mitigate the effects of the Project in East Cambridge as follows:

(a) Traffic Studies. No later than 90 days from the effective date of this Agreement, MHD shall enter into a force account agreement substantially similar to Exhibit B to reimburse Cambridge for the costs of requiring its traffic consultant to analyze and, where appropriate, develop mitigation for traffic congestion in East Cambridge, particularly congestion on residential streets, including but not limited to Second, Third, Rogers, Thorndike, Spring, Hurley, Gore and Warren Streets. Cambridge and its traffic consultant shall work with East Cambridge residents to analyze temporary and permanent traffic measures that are necessary to reduce the congestion on East Cambridge streets including that related to the construction and operation of the Project. The force account agreement shall be effective for a three-year period and shall not exceed \$25,000 for each of the three years of the agreement. The traffic consulting services required by this paragraph shall be in addition to and shall not supersede the city-wide traffic mitigation planning services required by the Services Agreement.

(b) Parks Improvements. MHD shall undertake by December 1, 1994, the construction of improvements as specified by Cambridge to the parks located on Hurley Street between Sciarappa and Fifth Streets and at the intersection of Sciarappa and Otis Streets. MHD shall undertake by December 1, 1994 the construction of improvements as specified by Cambridge at Donnelly Field.

(c) Homeowner Assistance. MHD shall establish a fund available to East Cambridge home owners to provide financial assistance for noise abatement measures to mitigate the impacts caused by the construction of the Project. MHD shall deposit this fund with Cambridge which will administer the fund.

(d) Notification of East Cambridge Residents. MHD, in consultation with East Cambridge's representatives, shall fund the publication of the East Cambridge News six times per year as a public information device to provide, amongst other things, construction updates and information about the Project.

(e) Staff Position. MHD shall provide in an amount no less than \$50,000 annually funds sufficient to staff one full-time staff assistant position to monitor and facilitate progress in implementing this Mitigation Agreement. Such funding shall be made available for fiscal years 1995, 1996, 1997 and 1998.

13. Binding Agreement.

The obligations imposed by this Mitigation Agreement shall not depend on the availability of federal funds. The City and MHD acknowledge that it is the intention of MHD, MDC and MBTA that their obligations hereunder be funded, to the extent possible, by the Federal Highway Administration and the Federal Transit Administration. Accordingly, the City agrees to undertake its best efforts to assist MHD, MDC and MBTA in securing federal approval for said funding.

14. Agreements With MBTA and MDC.

The Parties understand that MHD has entered into agreements with MDC to fund the work and to cause the MDC to undertake the construction of the work required by this Mitigation Agreement regarding facilities owned by MDC and with the MBTA to cause the MBTA to undertake the construction of the work required by this Mitigation Agreement regarding facilities owned by MBTA. The Parties, therefore, intend that the obligations imposed on MHD by this Mitigation Agreement shall be undertaken by the MHD or caused to be undertaken by the MDC or MBTA in accordance with these agreements.

15. Definitions.

For the purposes of this Mitigation Agreement, the following terms shall have the following meanings:

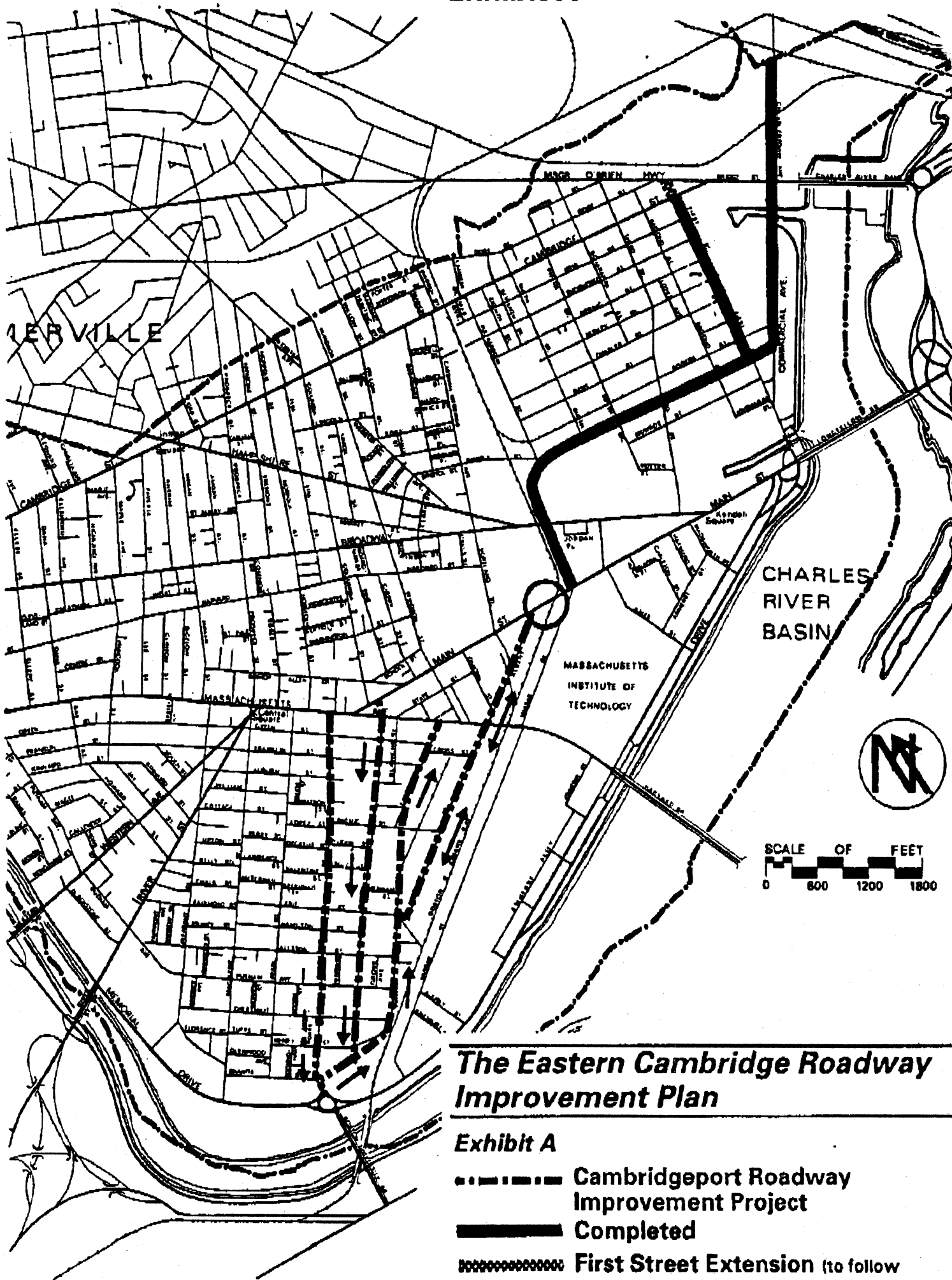
(a) With regard to work to be performed by MHD and MDC, the term "construction" shall have the same meaning as that term has in 23 U.S.C. §101(a) and shall include funding with state and/or federal funds.

(b) With regard to MBTA work to be performed by MBTA, the term "construction" shall have the same meaning as that term has in 49 U.S.C. App. §1608(c)(1) and shall include funding with state and/or federal funds.

(c) The term "Services Agreement" shall mean the September 11, 1992 agreement by and among EOTC, MHD and Cambridge that is entitled the Services Agreement.

16. Studies.

Unless provided otherwise, the MHD, with respect to all studies required to be undertaken, shall provide Cambridge with a proposed scope of work for review and comment. The MHD shall incorporate into the final scope of work the reasonable comments made by Cambridge before undertaking the study.



The Eastern Cambridge Roadway Improvement Plan

Exhibit A

- Cambridgeport Roadway Improvement Project**
- Completed**
- First Street Extension (to follow station relocation)**

Exhibit B

**FORCE ACCOUNT AGREEMENT
BY AND BETWEEN
COMMONWEALTH OF MASSACHUSETTS
ACTING THROUGH THE
MASSACHUSETTS HIGHWAY DEPARTMENT
AND
CITY OF CAMBRIDGE
AGREEMENT NO. 6781**

This AGREEMENT, entered into this 20th day of Dec 1993, by and between the CITY OF CAMBRIDGE, hereinafter referred to as "CAMBRIDGE", and the COMMONWEALTH OF MASSACHUSETTS through its MASSACHUSETTS HIGHWAY DEPARTMENT, hereinafter referred to as "DEPARTMENT".

WITNESSETH

WHEREAS, the DEPARTMENT is presently undertaking a project known as the Central Artery (I-93/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge.

WHEREAS, this AGREEMENT includes Standard Provisions for Relocation, Special Provisions (Exhibit A) the City of Cambridge Estimate (Attachment B), as established by the City of Cambridge and,

WHEREAS, the DEPARTMENT will reimburse the City of Cambridge for actual cost and related indirect costs accumulated in accordance with Attachment B and, WHEREAS, the City of Cambridge services are authorized and will commence _____ as approved by the DEPARTMENT, and

WHEREAS, all Contract activities and correspondence shall be directed to the Authorized Representatives of each party.

DEPARTMENT REPRESENTATIVE

Peter M. Zuk
Director, I-93/I-90 Project
Massachusetts Highway Department
One South Station
Boston, MA 02110
Telephone (617) 951-6000

CITY OF CAMBRIDGE

City Manager
City Hall, 795 Massachusetts Avenue
Cambridge, MA 02139
Telephone (617) 349-4604

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

Approved:

COMMONWEALTH OF MASSACHUSETTS
HIGHWAY DEPARTMENT

WSF/28 Dec

Commissioner

Maura Ch...

Associate Commissioner

[Signature]

Associate Commissioner

[Signature]

Associate Commissioner

Associate Commissioner

UNEXECUTED AGREEMENT APPROVAL
BY FHWA

N/A

CITY OF CAMBRIDGE

By: *[Signature]*

Title: _____

Date: _____

Approved as to Form:

**FORCE ACCOUNT AGREEMENT
BY AND BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
ACTING THROUGH THE
MASSACHUSETTS HIGHWAY DEPARTMENT
AND THE
CITY OF CAMBRIDGE
AGREEMENT NO. 6781**

THIS FORCE ACCOUNT AGREEMENT is made this 26th day of October by and among the MASSACHUSETTS HIGHWAY DEPARTMENT, established and existing under Chapter 8A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116, the MASSACHUSETTS HIGHWAY DEPARTMENT (formerly the Department of Public Works), established and existing under Chapter 16 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the CITY OF CAMBRIDGE, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge"). To establish a funding mechanism for implementation of some of the provisions of the City of Cambridge Services, Agreement executed by and among these parties on September 11, 1992.

RECITALS

MHD and Cambridge ("the Parties") make reference to the following facts upon which this Services Agreement is based:

- A. The MHD is presently undertaking a project known as the Central Artery (I-93/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge. The Project is part of a broad range of multi-modal transportation measures intended to upgrade regional and local transportation systems over the next decade.
- B. The parties recognize that Cambridge has unique expertise and resources to help assess the construction impacts of the Project on Cambridge and its inhabitants.
- C. As sponsor of the Project, the Commonwealth of Massachusetts, acting through the MHD, is primarily responsible for the Project's design, construction and management.
- D. The Parties wish to set forth herein their agreements as to the provision of certain governmental services by Cambridge in connection with the Project, compensation for such services by MHD, coordination of Cambridge's services with MHD's planning and operations relating to the design and construction of the Project, and the undertaking and completion of certain studies, and traffic, transit and public works improvements by MHD.

Now therefore, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree, as follows:

EXHIBIT A

REVISED SERVICES SCHEDULECENTRAL ARTERY/TUNNEL PROJECTPURSUANT TO AGREEMENT WITH THE CITY OF CAMBRIDGE DATEDSeptember 11, 1992SCOPE OF WORK: JULY 1, 1993 THROUGH JUNE 30, 1996

This Services Schedule outlines the nature and anticipated cost of the services to be provided by the City of Cambridge ("Cambridge") to the Massachusetts Highway Department ("MHD") in connection with the Central Artery/Tunnel Project (the "Project") for the period from July 1, 1993 through June 30, 1996, (the "Services Period") all as contemplated by the Agreement (the "Agreement") to which this Services Schedule is attached. The annual budget cap of \$200,000 (the "Annual Budget Cap"), not including consultant services and reimbursements described in Section 3(A) of the Agreement and consultant services described in Section 8 of the Agreement, may not be exceeded without an amendment hereto.

The services are as follows:

1. Planning Services. The Cambridge Department of Public Works, Community Development Department, Conservation Commission, and Traffic and Parking Department will review the plans for the Project components located in Cambridge, including the layout, dimensions, materials, lighting and design of Project roadways, construction staging plans, excavate removal plans, construction worker parking and transportation plans, and the like, all as they may take place in Cambridge or may affect Cambridge streets or neighborhoods, either during or after construction. MHD agrees that its contractors and subcontractors involved in the Project will be contractually required to comply with local permitting requirements and City ordinances in undertaking work in Cambridge, to the extent required by law. These requirements will not supersede federal or state construction design guidelines, as appropriate. The services described in this paragraph include reviewing relevant permitting requests in a timely manner.
2. Traffic Monitoring Program. The Cambridge Traffic and Parking Department will provide traffic monitoring and will assist MHD in identifying and implementing traffic mitigation measures. As soon as practical during the Services Period, the Cambridge Traffic and Parking and Community Development Departments will develop and implement a base line traffic study to be funded by MHD as described in Section 3(a) of this Agreement, to establish base line traffic data on major roadways throughout Cambridge. On the basis of such base line traffic study, the Cambridge Traffic and Parking and Community Development Departments will design and implement a traffic monitoring program to be funded by MHD as described in Section 3(a) of the Agreement.

The scope of such program shall be subject to the approval of MHD, not to be unreasonably withheld. The traffic monitoring program will include signalization improvements, periodic traffic counts, installation of loop detectors and appropriate intersections and completion of integration of traffic signals to the Cambridge Traffic and Parking Department's central computer. The base line study and all information developed as part of the traffic monitoring program shall be available for review by MHD and its representatives and Cambridge agrees to promptly respond to any request for explanations of interpretations of such information..

During construction of the Project, the parties anticipate that Cambridge will assist the MHD in the evaluation of traffic impacts of the Project on Cambridge streets. The cost of any mitigation measures to be undertaken during construction of the Project shall be borne by MHD, and to the extent any mitigation measures are implemented by Cambridge at the written request of MHD, MHD shall promptly reimburse Cambridge for the cost thereof.

In connection with the development of its base line traffic study, and to facilitate the ongoing traffic monitoring program, MHD agrees that Cambridge will be invited to send representatives to participate in all meetings of the Transportation Committee TRANSCOM, and shall have the opportunity to participate in the sharing of the data presently undertaken by the Transportation Committee.

3. **Project Coordination.** Cambridge will designate a Project Liaison to coordinate the provision of all services to be provided by the various City departments in connection with the Project and to act as the City's representative under the Agreement. The coordination of services to be undertaken by the Project Liaison and other city employees shall include all services to be provided under the Agreement and may include monitoring of the parties' obligations under the Agreement, and a Settlement Agreement between the parties dated September 11, 1992. Cambridge agrees that the Project Liaison shall be available at reasonable times to representatives of the Project and will promptly respond to requests from representatives of the Project.
4. **Changes.** The Services Schedule sets forth the services anticipated by the parties to be provided for the period from October 26, 1993 to June 30, 1996 (the "Initial Services Period") along with an overall budget cap for such period (the "Initial Budget Cap"). MHD will appoint a contract manager to work in liaison with representatives of Cambridge to monitor progress. If Cambridge anticipates that the Initial Budget Cap will be exceeded for the Initial Services Period, Cambridge will notify MHD and upon receipt of that notice, MHD agrees to promptly enter into negotiations to provide additional funding for that period and further agrees to take good faith efforts to provide the necessary additional funding. IN addition, at least ninety (90) days prior to the commencement of each fiscal year (July 1 through June 30), beginning July 1, 1994, until the expiration or earlier termination of this Agreement (a "Fiscal Year Period"), the parties shall execute and deliver a revised Services Schedule which shall include a detailed description of the Services anticipated by the parties to be provided for the upcoming Fiscal Year Period and a tentative budget therefore (the "Annual Services and Budget Estimate"), and the maximum annual aggregate fee (the "Annual Budget Cap") for the services that will be provided during that Fiscal Year Period. Each revised Services Schedule shall, upon execution by MHD and Cambridge, be deemed to constitute an amendment to this Agreement.
5. **Compensation.** The City of Cambridge has furnished an estimate for the cost of Services dated October 26, 1993, and totalling \$408,100.00 which is attached hereto as Attachment B, Cost Summary.
6. **Payment/Reimbursement.** Promptly after the last day of each calendar month (or other period as mutually agreed), in which the Services are to be performed, the City of Cambridge shall prepare and submit an original and four copies of an invoice to the Director of Construction Services, Massachusetts Highway Department, One South Station, 4th Floor Boston, MA 02110. The Massachusetts Highway Department shall reimburse the City of Cambridge for actual cost incurred and accumulated in accordance with accounting procedure's prescribed by applicable state regulatory body for the adjustment to the City of Cambridge for services under this Agreement.

7. Notice.

In the interest of expediting the process contemplated by this section, communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

Cambridge: City Manager
 City Hall, 795 Massachusetts Avenue
 Cambridge, MA 02139

MHD Peter M. Zuk
 Project Director
 Massachusetts Highway Department
 One South Station, 4th Floor
 Boston, MA 02110

MHD R. R. Albee
 Director of Construction Services
 Massachusetts Highway Department
 One South Station, 4th Floor
 Boston, MA 02110

8. All Amendments to be in Writing.

This Agreement or any part thereof, may be amended from time to time hereafter, including by a revised Services Schedule, only in writing in the case of MHD by the Commissioner, and in the case of Cambridge, by the City Manager.

9. Applicable Law, Binding Effect.

This Agreement is intended to be interpreted pursuant to the laws of the Commonwealth of Massachusetts as a contract under seal. The rights, obligations, liabilities, terms, conditions and agreements of this Agreement under such laws shall insure to the benefit of and by binding upon the successors and representatives of the parties, but this Agreement shall be neither transferable nor assignable. Neither this Agreement nor any performance or failure to perform hereunder by MHD shall create any rights on behalf of any other person not a party hereto. This Services Agreement is executed by the parties concurrently with the Settlement Agreement and Escrow Agreement among the parties of even date herewith, and execution of those agreements by the parties was part of the consideration which induced the parties to execute this Services Agreement.

10. Titles and Headings.

The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

EXECUTED as of the date first written above.

ATTACHMENT B
CITY OF CAMBRIDGE

1.	Design & Implementation of base line traffic study per Section 3(A) of Services Agreement dated Sept. 11, 1992	\$25,000.00
2.	Development of a traffic mitigation program per Section 3(A) of Services Agreement dated Sept. 11, 1992	\$60,000.00
3.	Revised Services Schedule Exhibit A	\$200,000.00
4.	Purchase & Installation of Loop Detectors Counter and Memory Packs to monitor traffic Impact during Construction	\$100,000.00
5.	6% City Administrative Cost	\$23,100.00
	Sub-Total	<u>\$385,000.00</u>
	Total Cost	\$408,100.00



CITY OF CAMBRIDGE COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
*Assistant City Manager for
Community Development*

MARY FLYNN,
*Deputy Director for
Community Development*

Guidelines for ALEWIFE ENTRYWAY BEAUTIFICATION PROGRAM

Following the direction established by the City Council Order of March 15, 1993, the City of Cambridge, acting through the Community Development Department, has developed the following guidelines for the enhancement of the Alewife/Fresh Pond Corridor.

Background

The Planning Board held a special meeting on October 12, 1993 to discuss the issues involved in developing a comprehensive beautification plan for the Route 2 entry and connecting ways into Cambridge. Members of the Planning Board, the Community Development Department, the Conservation Commission, the Water Department, the MDC, and interested residents reviewed the current situation and shared ideas on how the gateway could be enhanced.

Discussion focussed on four areas: the Route 2 entryway, the Alewife Brook Parkway from Route 2 to Concord Avenue, the Fresh Pond Parkway to Huron Avenue, and the Concord and Huron Avenue entryways to the city. See attached outline of sites and issues dated October 12, 1993. The guidelines are based on that discussion, as well as on subsequent planning studies and design work.

GUIDELINES

Public and private improvements shall be designed to enhance the image of this part of the city as a welcoming urban environment through the provision of distinctive lighting, landscaping, signage, and public art.

Lighting. The MDC bridge and highway construction project includes installation of the "1907" lighting fixture. This should become the standard fixture for the public way from the entrance to Cambridge on Route 2, along Alewife Brook Parkway, and to Fresh Pond Parkway.

Landscaping. The corridor should be lined with street trees that can effectively create a parkway image. Wherever appropriate, these trees should be complemented by shrubs, perennials, and other plantings to make a greensward along the parkways.

Public ways. Safe and attractive public ways should be provided throughout, with concrete sidewalks, granite curbing, and sufficient space for street trees and other landscaping where possible.

Signage. Existing public signage is confusing and overly abundant. A coordinated approach to signage should be established for directional purposes and as entryways to the city. A system of entryway signs should be designed and implemented using scales, sizes, and materials appropriate to the particular application, but having some common elements that unify the system.

Furthermore, public signage needs to be coordinated with private signs throughout the area. Although regulation of new commercial signs is covered under the City's Sign Ordinance, the City is encouraging businesses to review existing signage to deal with a myriad of large, nonconforming signs and to reduce confusion. The design and implementation of improved signs should be jointly undertaken by all of the public and private entities, to the extent possible.

Pedestrian and bicycle connections. Automobile traffic is intense in Alewife and tends to overwhelm pedestrians and bicyclists. Improved connections are urgently needed to improve access for people walking and biking in Alewife. The City is sponsoring a program to improve intermodal transportation capabilities, linking bikeways and walkways with public transportation facilities.

Public art. As a way to help create a more humane environment, a program to integrate public art with public improvements should be implemented. The artwork that was provided at Alewife Station is a good start, but there is virtually no other art in the western portion of Cambridge.

Materials. Throughout the area, design and materials should be of a standard and quality indicative of the best in public construction. In general, the MDC project sets a good standard that should be followed as feasible and appropriate throughout Alewife.

Area I: The Entryway at Route 2.

Although it is a major way into the city, the entryway is undifferentiated as anything other than a highway and abruptly dumps traffic onto relatively narrow and slow-moving streets. A more urbane image is required to indicate that this is the end of the highway system and the entry to Cambridge business and residential areas. The entryway should be enhanced through distinctive lighting, landscape plantings, public art, and a coordinated signage system.

Area 2: The Alewife Brook Parkway from Route 2 to Concord Avenue.

Major improvements are under construction with the new MDC roadway and bridge. While the roadway will have no more lanes than now exist, the overall width of the right-of-way for pedestrians and bicyclists will be much greater with the addition of a median strip, sidewalk, and shoulders. The MDC plan specifies installation of the "1907" lighting fixture, a special street light designed in 1907 for the Cambridge parkway system and now used in the East Cambridge Riverfront and along Memorial Drive. Furthermore, the parkway will be well landscaped with a double row of trees, other plantings, and a separate pedestrian and bike path.

However, the bike and pedestrian circulation system is incomplete. Numerous improved connections need to be established, including links to the Minuteman bikeway and across the parkways to Fresh Pond Reservation.

Area 3: Fresh Pond Parkway from the Ground Round Rotary to Huron Avenue.

Both the rotary at the Ground Round at Alewife Brook Parkway and the rotary at the intersection of Fresh Pond Parkway and Concord Avenue present significant traffic problems. Rotaries may be efficient for motor vehicles but they are very difficult to negotiate for both bicyclists and pedestrians. A comprehensive transportation plan should be developed that will safely balance the demands of all users, including cars, pedestrians, and bicyclists safely.

Improved landscaping is needed with an effective maintenance program and an irrigation system to keep the plantings in good condition. This will need to be coordinated with the Cambridge Water Department plans for modernization of the water treatment facility and environmental upgrading of the Fresh Pond Reservation.

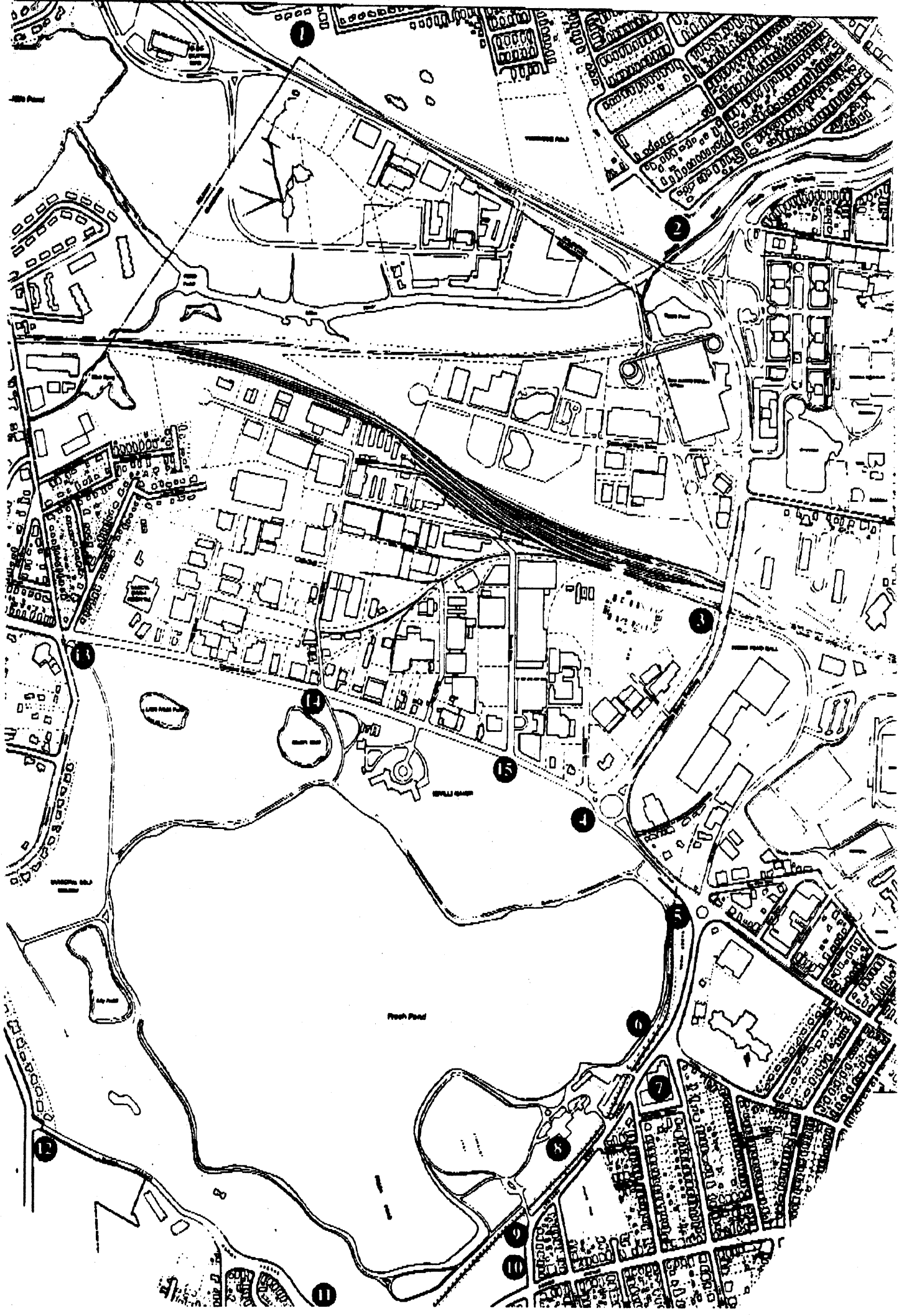
The State DPW plans to rebuild the automobile access bridge into Kingsley Park from Fresh Pond Parkway and to provide safer pedestrian and bicycle access. The City and State are working together to make the bridge an aesthetically attractive structure with improved connections to pedestrian and bike paths. An enhanced landscape design for all of these elements is essential and needs to be put into place along with the structural work.

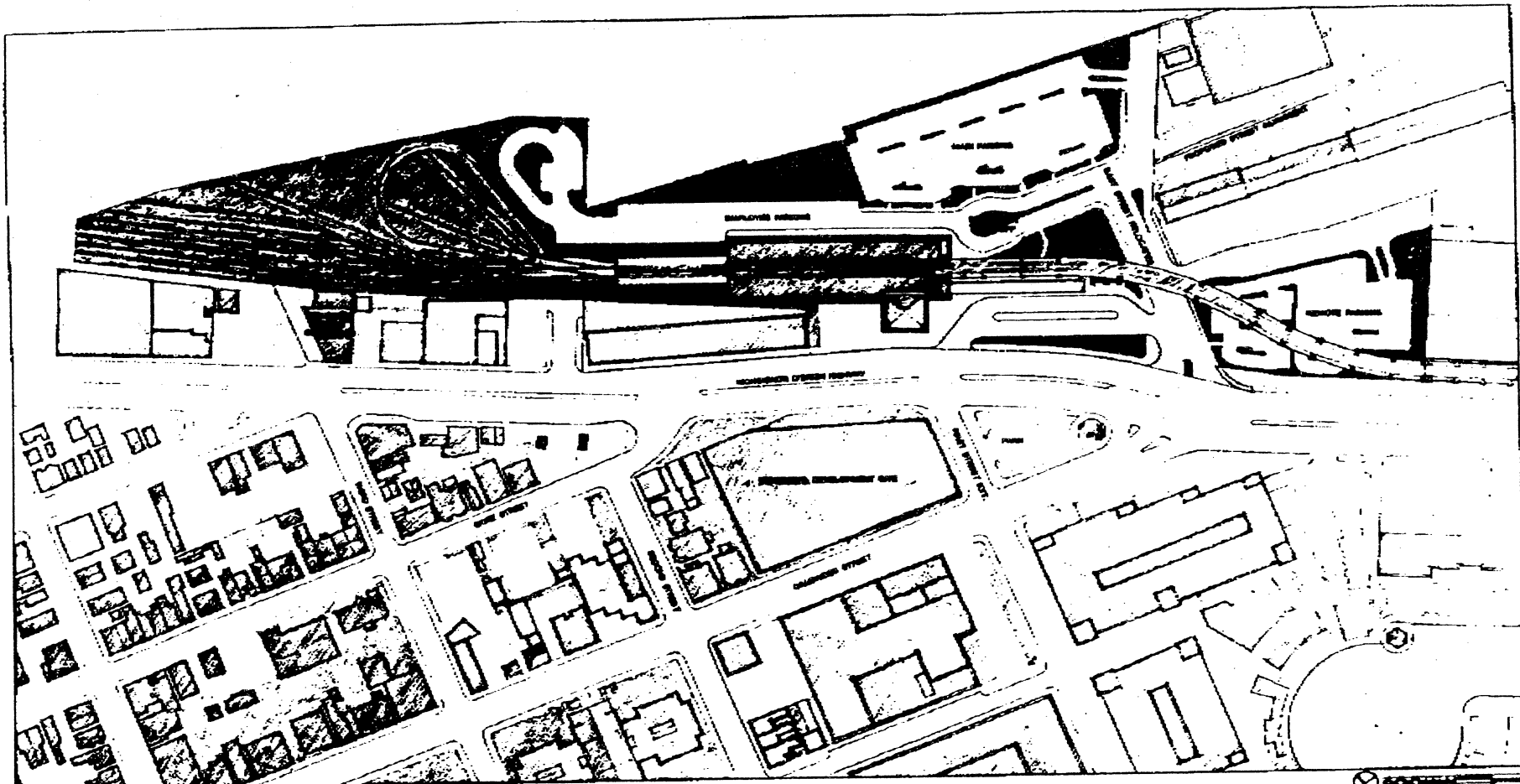
Private commercial abutters have long treated some 10 to 20 feet of the Parkway as private property, with driveways and parking areas on the public right-of-way. The commercial frontage along Fresh Pond Parkway needs to be upgraded by establishment of the parkway edge, including installation of street trees, sidewalks, and new granite curbing on the public way. Private businesses should be encouraged to upgrade signage and landscaping on their sites in accordance with the quality that will be required for public improvements.

Area 4: Concord and Huron Avenue Entryways.

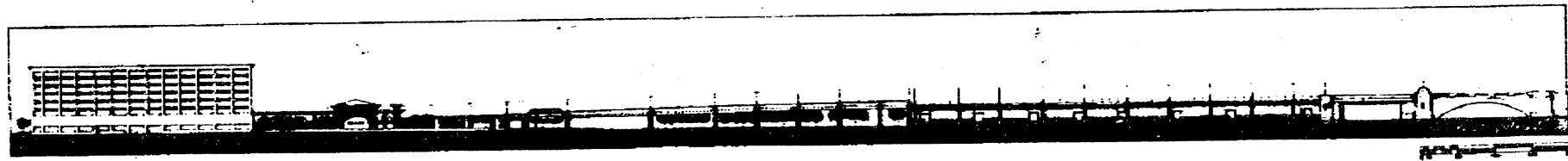
On Concord Avenue at the Belmont town line, the Public Works Department in coordination with the neighborhood and the Community Development Department have made significant landscape improvements to indicate the entrance to Cambridge. Similar improvements may be appropriate at the Huron Avenue entryway.

Charrette/Brainstorming of October 12, 1993





Area Plan



South Site Elevation

Lechmere Station

Relocation and Upgrading of MBTA Transportation Facilities

WFA
 100 State Street
 Boston, MA 02109
 Tel: 617-552-1200
 Fax: 617-552-1201





CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

MICHAEL ROSENBERG,
*Assistant City Manager for
 Community Development*

MARY FLYNN,
*Deputy Director for
 Community Development*

Alewife Planning Study: Entryway to Cambridge
Charrette/Brainstorming of October 12, 1993

Sites and Issues

Area-wide goals are for environmental upgrading of the entry points and pathways into Cambridge from the west, with particular concern for public spaces and improved pedestrian pathways and bikeways. In addition, upgraded lighting, public signage, and landscaping are also priorities; private edges along public ways, including new building design and better signage, will also need attention in the future as public initiatives lead the way to a more hospitable landscape and cityscape in Alewife.

- 1 **Entryway at Route 2**
 Appropriate or not for a sign here? Confusing in that one goes in and out of Arlington and Cambridge. Also, unsightly condition of lots an issue, especially former gas station owned by Arthur D. Little. What kind of lighting is appropriate here (the 1907 fixture is being used near shopping centers)? Note Christopher Chadbourne proposal for upgrading pedestrian overpass, and for future building edge along Route 2.
- 2 **Key Intersection at Route 2 and Alewife Brook Parkway**
 Appropriate or not for a sign here? How could view of Yates Pond be enhanced and made more a part of landscaped entry image?
- 3 **MDC Upgrade of Alewife Brook Parkway**
 Find ways to reinforce positive aspects of project through additional planting, fencing, improved signs, etc.
- 4 **Concord/Alewife Brook Rotary**
 New sidewalks to be underway in the near future. Pruning, litter reduction, and maintenance of trees and planting along the Fresh Pond edge and on rotary important. Consider transforming rotary into signalized intersection?
- 5 **Concord/Fresh Pond Rotary**
 Consider transforming rotary into signalized intersection?
- 6 **Fresh Pond Parkway/West Side**
 Better landscaping needed. Clean up parking area: remove pipes, etc. Should there be a parking area here in the long run?

City Hall Annex
 57 Inman Street
 Cambridge, MA 02139
 617 349-4600
 Fax: 617 349-4669

- 7 Fresh Pond Parkway/East Side**
Establish normal parkway edge along this strip that is now dominated by auto uses. Create curblines with proper curb cuts; install sidewalks; landscape and light with 1907 fixtures.
- 8 Water Treatment Plant**
Upgrade parkway edge following decisions from master plan effort about to begin.
- 9 Kingsley Park Bridge**
New bridge @ 25% design. Water Dept. has asked for attractive design with stone facing, park lighting, etc. Need to review design soon. Make entry more prominent. Rework parking as needed.
- 10 Connection between Kingsley Park and Huron Ave.**
Narrow, dangerous path needs to be improved to allow for pedestrian and bike circulation. Issues: How to avoid impacting trees? How to deal with steep grade to railroad bed?
- 11 Huron Ave. Edge of Reservation**
New sidewalk needed. How best to locate it? Design with existing attractive row of trees.
- 12 Huron/Grove Intersection**
Entryway sign needed here? Associated landscaping?
- 13 Entryway from Belmont**
Landscaping underway. Entryway sign needed here?
- 14 Smith Place/Concord Ave. Intersection**
Need to make more welcoming entry to Quadrangle. Coordinate with more graceful pedestrian entry to Reservation?
- 15 Concord Ave. Edge of Reservation**
Need for better perimeter fencing, pruning of trees, new sidewalks, better lighting.



City of Cambridge

4.

IN CITY COUNCIL

March 15, 1993

COUNCILLOR DUEHAY
COUNCILLOR WOLF

- WHEREAS:** The approach to Cambridge along Route 2 and Fresh Pond Parkway is visually blighted; and
- WHEREAS:** A recent presentation to the Environment Subcommittee of the Cambridge City Council revealed numerous examples of more scenic approaches to cities around the country; and
- WHEREAS:** This visual blight is caused by garish signs, unkempt frontages, unsightly parking lots, and a lack of attractive and appropriate plantings; and
- WHEREAS:** The Metropolitan District Commission has dealt with a portion of this problem in its recent plans, the bids for which are about to be awarded; and
- WHEREAS:** The Alewife Task Force is hard at work on land use issues in this area; and
- WHEREAS:** The City Council is considering the establishment of special interim zoning for Alewife until the Alewife Task Force finishes its work; and
- WHEREAS:** The City of Cambridge and the Metropolitan District Commission are working to protect and enhance the reservation area around Blair Pond; now therefore be it
- RESOLVED:** That the Planning Board be and hereby is requested to turn its attention to planning the comprehensive beautification of the entire westerly approach to Cambridge along Route 2 and Fresh Pond Parkway from the Belmont/Arlington border to Huron Avenue, and be it further
- RESOLVED:** That the Planning Board recommend to the City Council, as soon as feasible, a practical and enforceable plan to achieve these beautification objectives utilizing planting, planning, zoning, public/private sector cooperation, design review, and sign control; and be it further

RESOLVED: That in its deliberations the Planning Board consult and involve affected property owners, the MDC and appropriate neighborhood and business individuals and associations.

In City Council March 15, 1993.

Adopted by the affirmative vote of nine members.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:

D. Margaret Drury

D. Margaret Drury
City Clerk

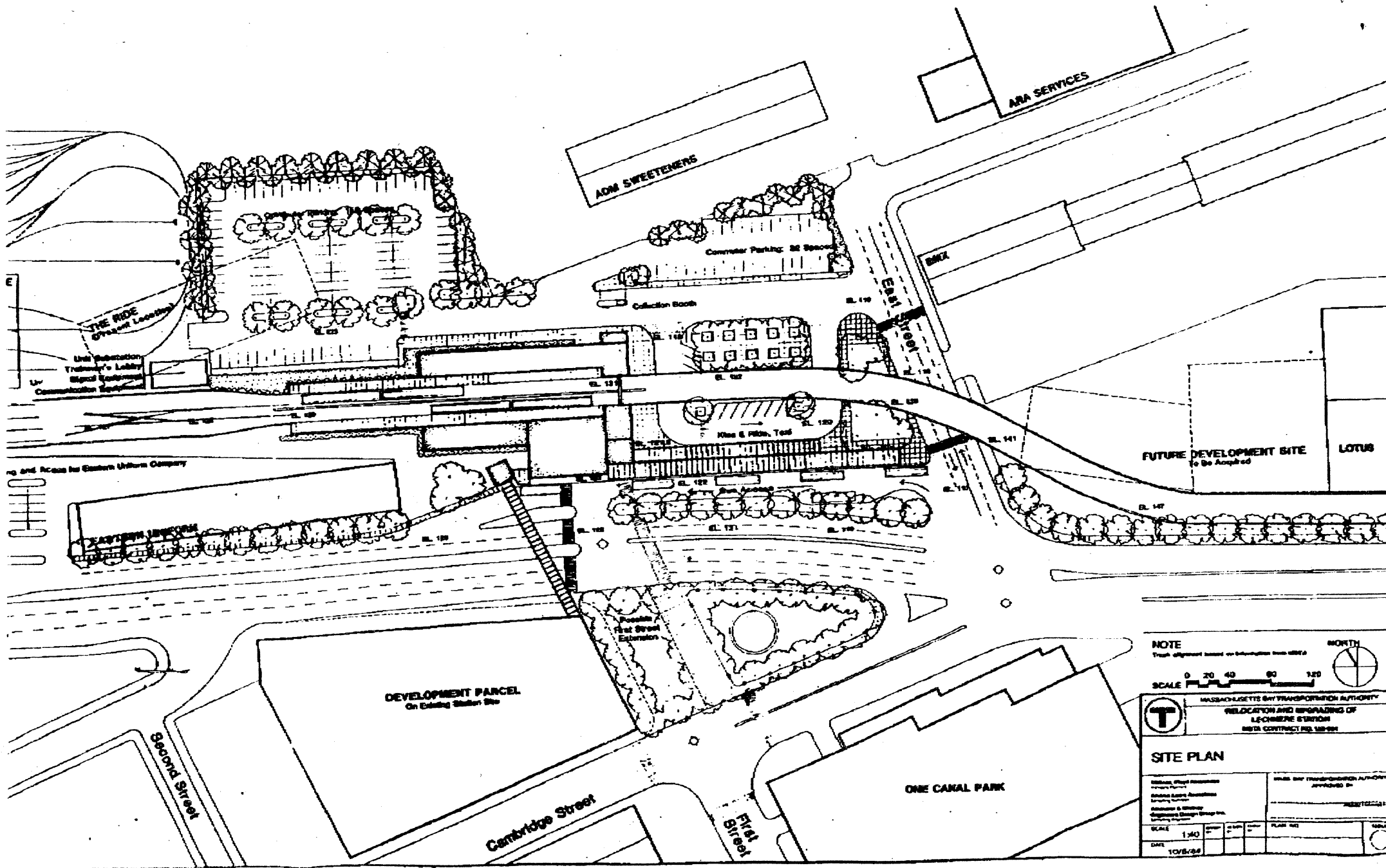
Exhibit E

CRMB CDD

ID:6173494669

MAY 17, 1994

14:28 No. 041 P. 02



NOTE
 Track alignment based on information from MBTA

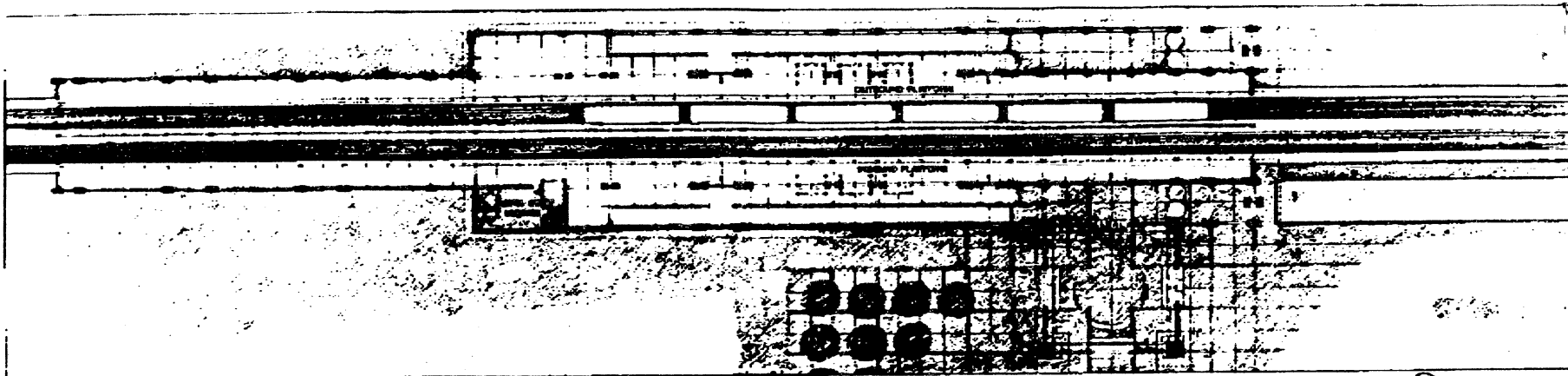
SCALE
 0 20 40 60 80 120

NORTH

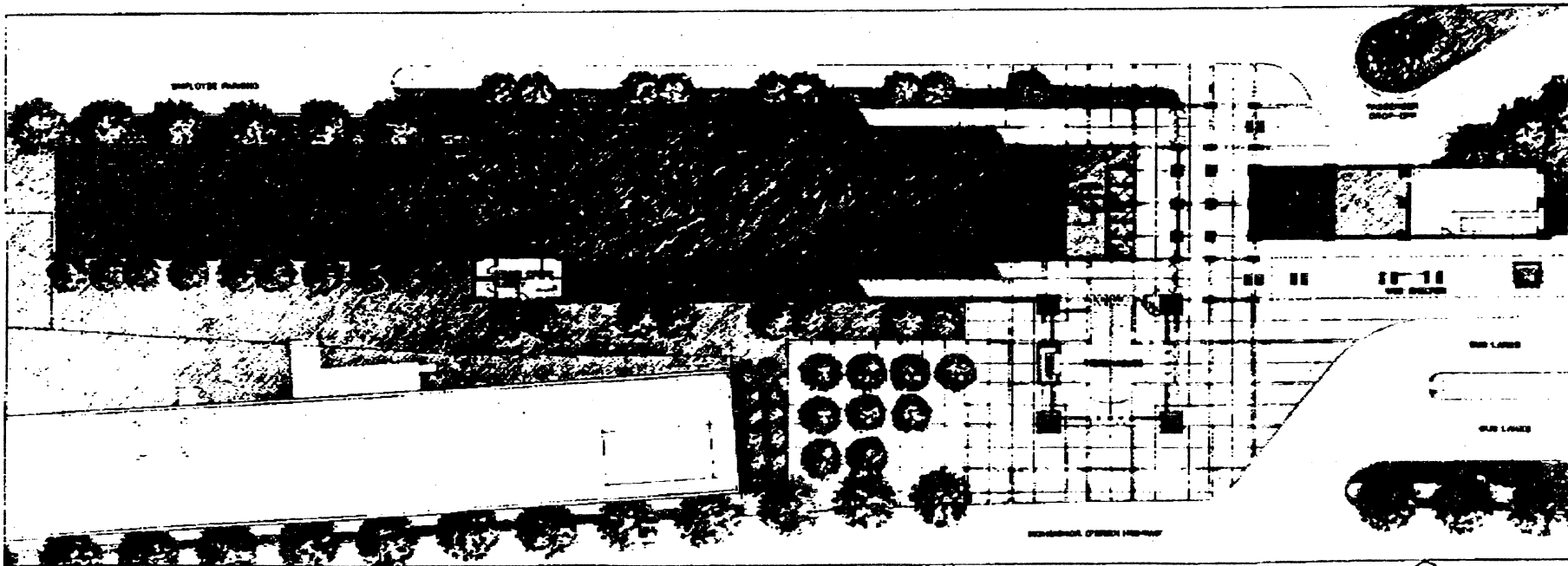
T MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
 RELOCATION AND IMPROVING OF
 LECHERE STATION
 MBTA CONTRACT NO. MB-891

SITE PLAN

DESIGNED BY	DATE	SCALE	PLANS NO.
10/28/94	1:50		



Platform Plan



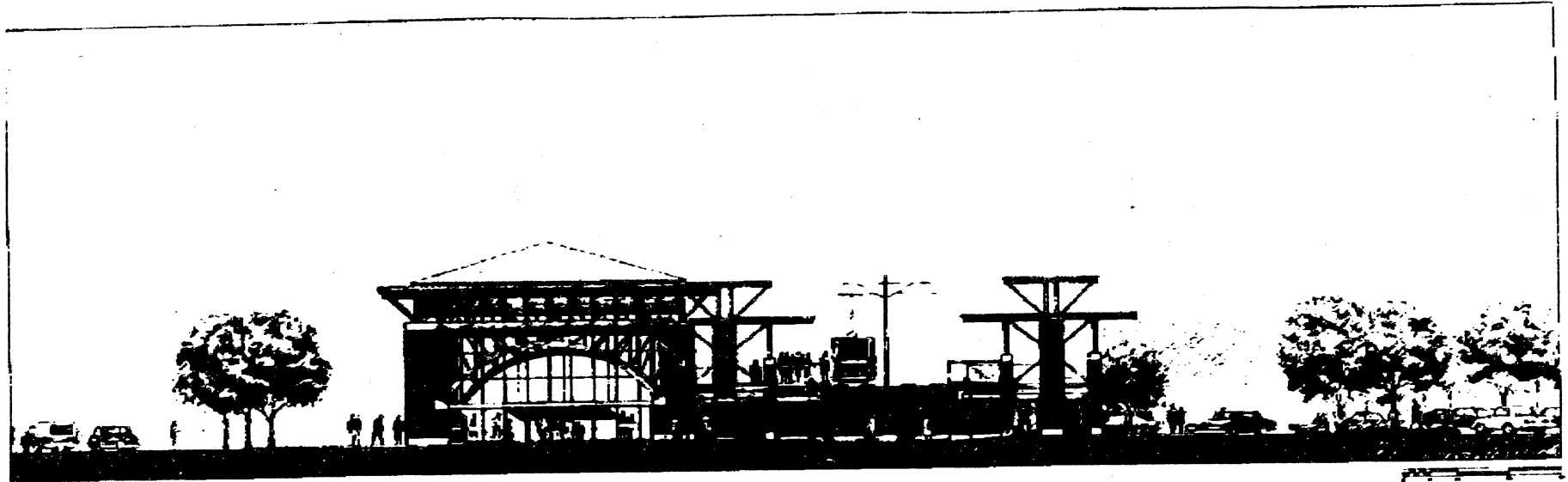
Ground Plan

Lechmere Station

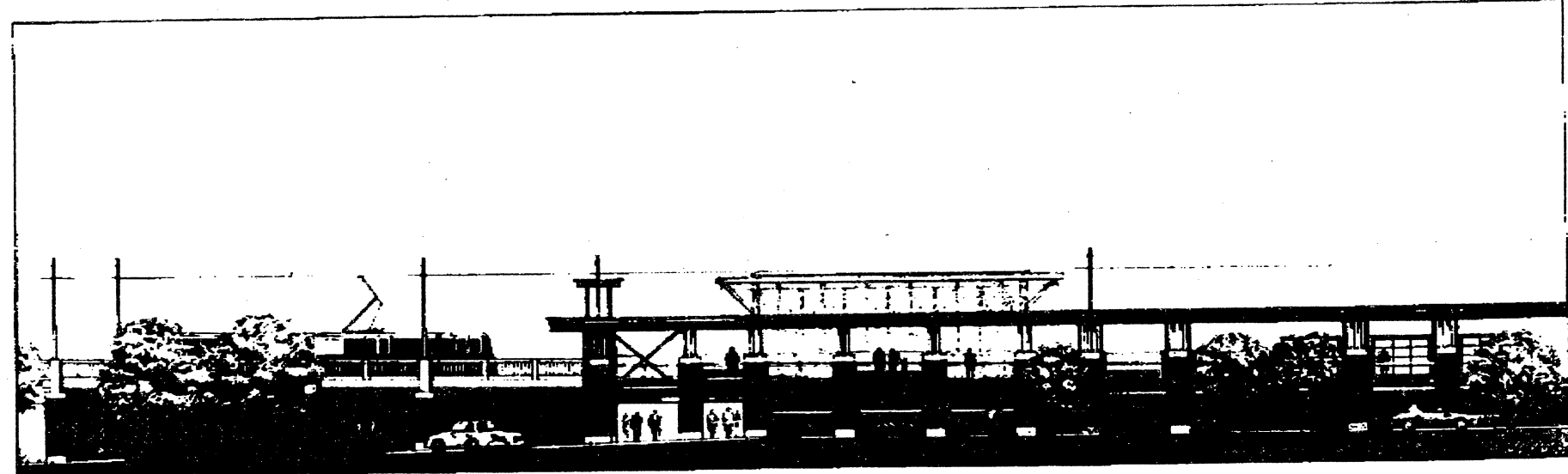
Relocation and Upgrading of MBTA Transportation Facilities

1. Platform
 2. Ground
 3. Building
 4. Parking
 5. Landscaping





East Elevation



North Elevation

Lechmere Station
 Relocation and Upgrading of MBTA Transportation Facilities

WFA
 100 State Street
 Boston, MA 02109
 Tel: 617-552-1000
 Fax: 617-552-1001



12.



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300
FAX 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

May 23, 1994

To The Honorable, The City Council:

Enclosed are the updated drafts of the Mitigation Agreement.

I recommend that the City Council adopt the order which currently is listed as Calendar Item No. 10.

Very truly yours,

Robert W. Healy
City Manager

RWH/mev
attachment

Cal #9

Consent Agenda # 12 5-259

Updated drafts of the Charles River
Crossing Mitigation Agreement.

In City Council,
May 23, 1994

Referred to
Calendar Item
Number Eleven
6/6/94 - Executive Session
9-0-0
Calendar Item # 9A
Order adopted 9-0-0
Calendar Item # 9B
Order adopted 1-2-0.