

The Commonwealth of Massachusetts
Metropolitan District Commission

20 SOMERSET STREET
BOSTON, MA 02108

ARGEO PAUL CELLUCCI
GOVERNOR

JANE SWIFT
LT. GOVERNOR

BOB DURAND
SECRETARY

DAVID B. BALFOUR, JR.
COMMISSIONER

TELEPHONE: (617) 727-5294
FACSIMILE: (617) 727-7336
www.state.ma.us/mdc

2000 JAN 4 AM 9:56
RECEIVED
CITY MANAGER

January 3, 2000

Richard Rossi
Assistant City Manager
City of Cambridge
City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

RE: Joint Management and License Agreement - Magazine Beach

Dear Mr. Rossi:

Enclosed please find the executed original of the above agreement, for your files. I understand that you and Julia O'Brien of the MDC had discussed possible revisions to Exhibit "B" prior to the execution of this document, but since that document was not submitted to my office, this document contains the original Exhibit "B" as faxed to this agency on September 20, 1999.

I am currently discussing the processing of Expendable Trust documents with the Executive Office of Environmental Affairs, so I will begin preparing a draft Trust document to suit the needs of Magazine Beach in the near future.

Thank you again, and your attorneys and assembled staff who helped make this agreement possible.

Very truly yours,

Thomas P. Gray, General Counsel

Enclosure

via Certified Mail w/return receipt

THE COMMONWEALTH OF MASSACHUSETTS

INTER OFFICE CORRESPONDENCE

METROPOLITAN DISTRICT COMMISSION

FROM William F. Chisholm, Secretary

November 18, 1999

ATTENTION OF Thomas P. Gray, General Counsel

SUBJECT Joint Management and License Agreement with the City of
Cambridge.

The following is an extract from records of the meeting of
the Commission held on November 18, 1999.

"Report of Mr. Gray, November 15, recommending that the Commission approve and execute a Joint Management and License Agreement with the City of Cambridge, to allow the City of Cambridge to fund the design and construction of multi-purpose recreational fields and improvements to Magazine Beach situated in the City of Cambridge and within the MDC Charles River Reservation, and to allow the City of Cambridge to jointly manage said property, pursuant to and in accordance with the provisions of said Agreement.

The Commission V O T E D: Approved.

The Secretary then submitted for signature Joint Management and License Agreement, dated November 18, 1999, with the City of Cambridge, which was signed by the Commissioner and four Associate Commissioners."

Enclosed are the executed copies of the Joint Management and License Agreement for further processing.

One copy has been retained for the files of this office.


WILLIAM F. CHISHOLM
Secretary

jmcc

cc: Planning Office
Central Services Division
Reservations and Historic Sites Division
Recreational Facilities and Programs Division
Legislative Office
State Police

JOINT MANAGEMENT AND LICENSE AGREEMENT

AGREEMENT made as of this 18th day of November, 1999, by and between THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its METROPOLITAN DISTRICT COMMISSION (hereinafter "Commission" or "MDC" or "Licensor"), its lessees, agents and assigns, an agency of the Commonwealth of Massachusetts, pursuant to Chapters 28 and 92 of the General Laws, as amended, having a usual place of business at 20 Somerset Street, Boston, MA 02108, and THE CITY OF CAMBRIDGE, its lessees, agents and assigns, a body politic and corporate subdivision of the Commonwealth of Massachusetts and having a usual place of business at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (hereinafter "the City" or "Licensee").

WHEREAS: The MDC is a regional state agency authorized by the provisions of Chapter 92 of the General Laws, as amended (hereinafter "Chapter 92"), to provide open spaces called "reservations" for exercise and recreation; and

WHEREAS: The City desires to increase access to open space, park facilities, and multi-purpose recreational fields to its citizens for the purposes of general recreation, enjoyment, and athletic activities; and

WHEREAS: The City desires to provide funding for the design and construction of capital improvements (the "License Area Improvements", as delineated on the document attached hereto and incorporated herein as Exhibit "B" and named "Magazine Beach Facility

Preliminary Cost Estimate," which document may be duly amended and revised from time to time by agreement between the parties) at Magazine Beach, a park facility sited within the MDC Charles River Reservation under the care and control of the Commission, which property is owned by the Commonwealth and located off Memorial Drive in the City of Cambridge; and

WHEREAS: Both parties agree and acknowledge that, by this Agreement, they shall assume and share joint management of the capital improvement project (hereinafter the "Project") and the use and maintenance of said Magazine Beach (hereinafter the "License Area") for the purposes of providing multi-purpose recreational fields to the public, and especially to the residents of the City of Cambridge; and

WHEREAS: Both parties assert that such purposes are compatible, consistent, and in compliance with the provisions of Chapter 92 and Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and that this Agreement does not constitute or represent the transfer or disposition by the Licensor of any title or interest in and to the land comprising the License Area to the Licensee.

NOW, THEREFORE, WITNESSETH that the Commission, for and in full consideration of the City keeping and performing the covenants and conditions hereinafter stated on the part of the City to be kept and performed at no cost to the Commonwealth of Massachusetts and to the Commission, does hereby agree to grant unto the City the following

rights.

I. JOINT MANAGEMENT AND LICENSE

A. The Commission hereby gives to the City, its lessees, agents, and assigns, a non-exclusive license for the shared use by the City and the MDC and joint management of the License Area by the City and the MDC, which License Area shall comprise multi-purpose recreational fields to be placed in, over, across, and along the land under the care and control of the Licensor as shown on a plan which is attached hereto and incorporated herein as Exhibit "A," and in conformance with the MDC Charles River Master Plan, subject to the following conditions:

1. It is expressly understood and acknowledged by and between the parties hereto, that any obligations of the City set forth in this Agreement are contingent upon the City obtaining proper funds and legal authorization to expend such funds, in an amount not to exceed One Million Five Hundred Thousand (\$ 1,500,000) Dollars, for capital improvements to the License Area. If such funding is unavailable or becomes unavailable during the term of this Agreement, then this Agreement shall become null and void by and between the parties, upon receipt by the Commission of written notice by the City in accordance with the provisions of Article III (H) or within two (2) years of the date of this Agreement, whichever shall first occur.

2. The location plan applicable to the license hereby granted is set forth in Exhibit A and no change shall be made therefrom, including, but not limited to, change in location or use, without the prior written consent of the parties.

3. This Agreement shall be effective as of the date of execution; provided, however, the Initial Term of this Agreement shall begin on the date that the License Area Improvements have been completed (the "License Term") and extend for five (5) successive years, and shall continue in full force and effect upon the same terms and conditions for a Second Term of five (5) successive years (the Second Term), for a total period not to exceed ten (10) years, unless terminated as hereinafter provided, or unless modified by a subsequent amendment to this Agreement executed by the parties. In light of the extent of the improvements and the maintenance obligations which the Licensee commits to fund under this Agreement, and subject to the satisfactory operation of the recreational facilities included therein, the parties agree to meet prior to the expiration of the present Agreement and to consider, in good faith, the negotiation of a new Joint Management and License Agreement. In the event that the City has satisfactorily complied with all provisions of the Agreement, both parties commit to renewing this Agreement upon comparable terms.

4. This Agreement shall be terminable only upon agreement between the parties; provided, however, that if the City fails to appropriate funds for maintenance, or fails to assign funds for said maintenance, this Agreement shall be terminable by the Commission upon two

(2) months prior written notice by the Commission. Upon receipt of such notice, the City shall be given the two-month period to cure or otherwise remedy said funding deficiency. At the end of said two-month period, if the City does not secure adequate funding to the satisfaction of the Commission, then this Agreement shall be deemed terminated, and all work, services and improvements provided by the City hereunder shall accrue and inure to the benefit of the Commission, without penalty or obligation to the Commission.

II. CONDITIONS APPLYING TO CONSTRUCTION AND MAINTENANCE OF THE LICENSE AREA.

A. The Commission and the City agree that the Commission shall contract and otherwise arrange for all work necessary to accomplish the License Area Improvements, and that the City shall provide all the funding necessary to accomplish said Improvements, such funding to be duly deposited in an Expendable Trust Account established and maintained pursuant to 801 CMR 50.01, et seq. The Commission and the City further agree that the Commission, prior to commencing any work, shall submit to the City plans and specifications in reasonable detail for the siting and construction of the License Area improvements, subject to the approval of the City, which approval shall not be unreasonably withheld or delayed. The License Area improvements and any modifications thereto shall be built substantially in accordance with such plans and specifications. Any Repair Work (as defined below) shall be performed by the Licensee in accordance with plans and specifications which shall be

submitted to the Commission for approval, which approval shall not be unreasonably withheld or delayed.

B. The City acknowledges that:

1. It shall undertake to fulfill its obligations during the period of this Agreement and to conform in all ways with laws and regulations regarding undertaking, in a professional, responsible and workmanlike manner, the repair, replacement and maintenance of the License Area Improvements, as defined in Article III (E). The City shall commit an annual amount not exceeding One Hundred Thousand (\$ 100,000) Dollars per fiscal year during the period of this Agreement, either from the City budget and/or other funding sources, or its equivalent value in labor and/or services from its municipal staff and its appropriate contractors, or both. It shall assume and perform all maintenance tasks during the period of this Agreement, which tasks shall include but not be limited to mowing, irrigation, and all other such work associated with responsible turf management. The City and the MDC shall in all ways seek to avoid adverse impacts upon the Charles River and the Charles River Basin and adhere to best management practices.

2. The City and the Commission agree to undertake to assist each other in securing all permitting, and in securing any and all associated financial assurance requirements, of any state and local agency, board or authority which may be required to both commit funding to, and to properly repair and maintain, the multi-purpose recreational fields on site.

3. In connection with the License Area Improvements and/or the making of any repairs to or alterations of ("Repair Work") the License Area Improvements;

(i.) the methodology used shall be subject to the approval of the Commission, such approval not being unreasonably withheld or delayed; and

(ii.) all facilities of the Commission and other improvements located in, on, over, adjacent to, or under the License Area shall be protected in a manner reasonably satisfactory to the Commission and at no cost or expense to the Commission; and

(iii.) the Commission may, as it shall deem reasonably necessary or advisable, assign personnel for supervision, inspection and protection during any period in which the installation or any Repair Work is being performed.

4. If the Commission's improvements, personal property or facilities located on, in, over, under or adjacent to the License Area shall be damaged in connection with the City use and operation of the License Area Improvements and/or the Repair Work, the City shall make all reasonable repairs necessary to correct or ameliorate such damage at its sole expense and to the reasonable satisfaction of the Commission. Accordingly, if the MDC causes damage to any of the License Area Improvements, it shall make its best efforts to make all reasonable repairs necessary to promptly correct or ameliorate such damage at its sole expense and to the reasonable satisfaction of the City. Damage caused by MDC permittees shall be governed in accordance with Article III (D) hereof.

5. Except in the case of an emergency, the City will give at least two (2) weeks written

notice to the Commission before commencing any Repair Work. In cases of emergency, the City must immediately notify the Commission, and to the best of its ability, cooperate in protecting the Commission's operations.

6. The City shall cause any maintenance, repair, or alteration to be accomplished with minimal disturbance to the activities and uses conducted in the License Area and contiguous adjacent property of the Commission.

C. The City shall cause all construction or repairs to be done in a good and workmanlike manner, and shall be responsible for providing, at its sole cost and expense, such security protection or service as the Commission and the City shall agree to be reasonably necessary to protect the License Area.

D. The City hereby agrees that this Agreement or any documents related hereto will not be recorded in the Registry of Deeds, inasmuch as this document does not grant the City any title or interest in and to the land of the Commission, but only the right of possession and non-exclusive access for the purposes as hereinabove stated.

III. GENERAL TERMS

A. The parties shall comply with all applicable statutes, regulations, orders, directives,

ordinances, and similar promulgations of law applicable to the License Area.

B. Both parties hereto acknowledge and agree that the Commission and the City are each self-insured. All issues regarding insurance and liability shall be governed by the provisions of Chapter 258 of the General Laws, as amended, and any and all other applicable laws of the Commonwealth of Massachusetts.

The City shall cause its lessees, contractors, agents and representatives, to maintain sufficient liability insurance, with coverage for bodily injury, wrongful death, and property damage, to support the obligation of the City (through its lessees, contractors, agents and representatives) to indemnify the Commonwealth of Massachusetts. The City shall provide the Commission with all such certificates of insurance as soon as practicable after receipt of same. Both parties hereto acknowledge that the City shall not be liable for any costs or claims arising from the actions or omissions of the Commission, its contractors, agents, representatives, employees, permittees and other licensees.

The City further expressly agrees not to make any claims against the Commonwealth for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the negligent acts or omissions to act by the City, its contractors, agents, representatives, employees, permittees, licensees and invitees, as hereby licensed.

C. Both parties agree that, within the context of this Agreement, the City is neither responsible nor liable for existing conditions within the License Area, including but not limited

to hazardous waste or material, leachate, surface contamination, or water contamination; however, the City shall be responsible for any contamination or hazardous materials which it causes to be brought, deposited, or introduced to the License Area by operation of this Agreement. Both parties pledge to work together with their employees, contractors and agents, to ensure that the License Area becomes and remains a clean and safe recreational environment for the public.

D. During the period of this Agreement, the License Area shall be managed jointly by the MDC, acting primarily by and through its Divisions of Reservations and Historic Sites and Recreational Facilities and Programs, and the City, acting primarily by and through its Human Services and Public Works Departments. The MDC, operating by and through its aforementioned Divisions and in consultation with its Office of the Commissioner, shall require, when deemed appropriate by the MDC, certificate(s) of insurance from each permittee as evidence of liability insurance sufficient to support the obligation of the permittee to indemnify the MDC and the Commonwealth of Massachusetts. The MDC shall also require, when deemed appropriate by the MDC, performance bond(s) from each permittee in an amount sufficient to repair any and all damage to the License Area occasioned during major special events. The day-to-day scheduling of the License Area, shall be the responsibility of the MDC. The day-to-day maintenance and repair of the License Area and the License Area Improvements, shall be the responsibility of the City. The MDC and the City shall coordinate the scheduling of all major special events within the License Area. Each party shall appoint appropriate staff to a Joint Management Review Committee, with at least two (2) members

from the Division and Departments listed above, which Committee shall be convened to meet at selected sites no fewer than two (2) times within each fiscal year, so that management and operational issues may be discussed and that all issues impacting the License Area may be addressed. For purposes of this Agreement, a fiscal year shall be deemed to begin on July 1 during a given calendar year, and extend through and including June 30 of that next calendar year. Each party herein also agrees to provide the other with a routinely updated emergency personnel and telephone directory during the period of this Agreement.

E. Both parties agree that the License Area Improvements shall be as fully delineated on said Exhibit "A" which shall incorporate a program that includes two (2) soccer fields and one (1) Little League field, unless otherwise mutually agreed to by the parties. Both parties also agree that all municipal recreational organizations, with preference given to youth-oriented activities, scheduled and permitted by the City of Cambridge shall be afforded preferential scheduling by the MDC during the period of this Agreement and any extensions thereof.

F. All permitted repairs, replacements, renovations, removals, restorations, and any and all other capital improvements and repairs to the License Area made by the City shall be at no cost to or obligation by the Commonwealth of Massachusetts. At the expiration or termination of this Agreement, all such improvements shall become the sole property of the Commonwealth of Massachusetts.

G. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such

determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

H. Whenever, by the terms of this instrument, notices may or are to be given either to the Commission or City, such notices shall be deemed to have been given if in writing and either delivered by hand or by United States certified or registered mail (return receipt requested) if intended for the Commission, to:

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

and if intended for the City, to:

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

or to such other address or addresses as may be specified by either party to the other by like notice.

I. This Agreement and the interest, rights, or obligations, or any portion thereof, herein contained, shall not be assigned, transferred or delegated by City without the express prior written consent of the Commission, and any attempt to do so shall render the interest under this Agreement voidable at the option of the Commission.

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

K. The rights, liabilities, agreements and obligations herein granted and set forth shall inure to the benefit of and be binding upon the successors, assigns, agents, representatives, and transferees of the Commonwealth of Massachusetts, as applicable, and shall inure to the benefit of and be binding upon the successors, assigns, agents, representatives, and transferees, as applicable, and upon all other persons claiming by, through or under the Commonwealth of Massachusetts.

----- LICENSE BOUNDARY

EXHIBIT "A"

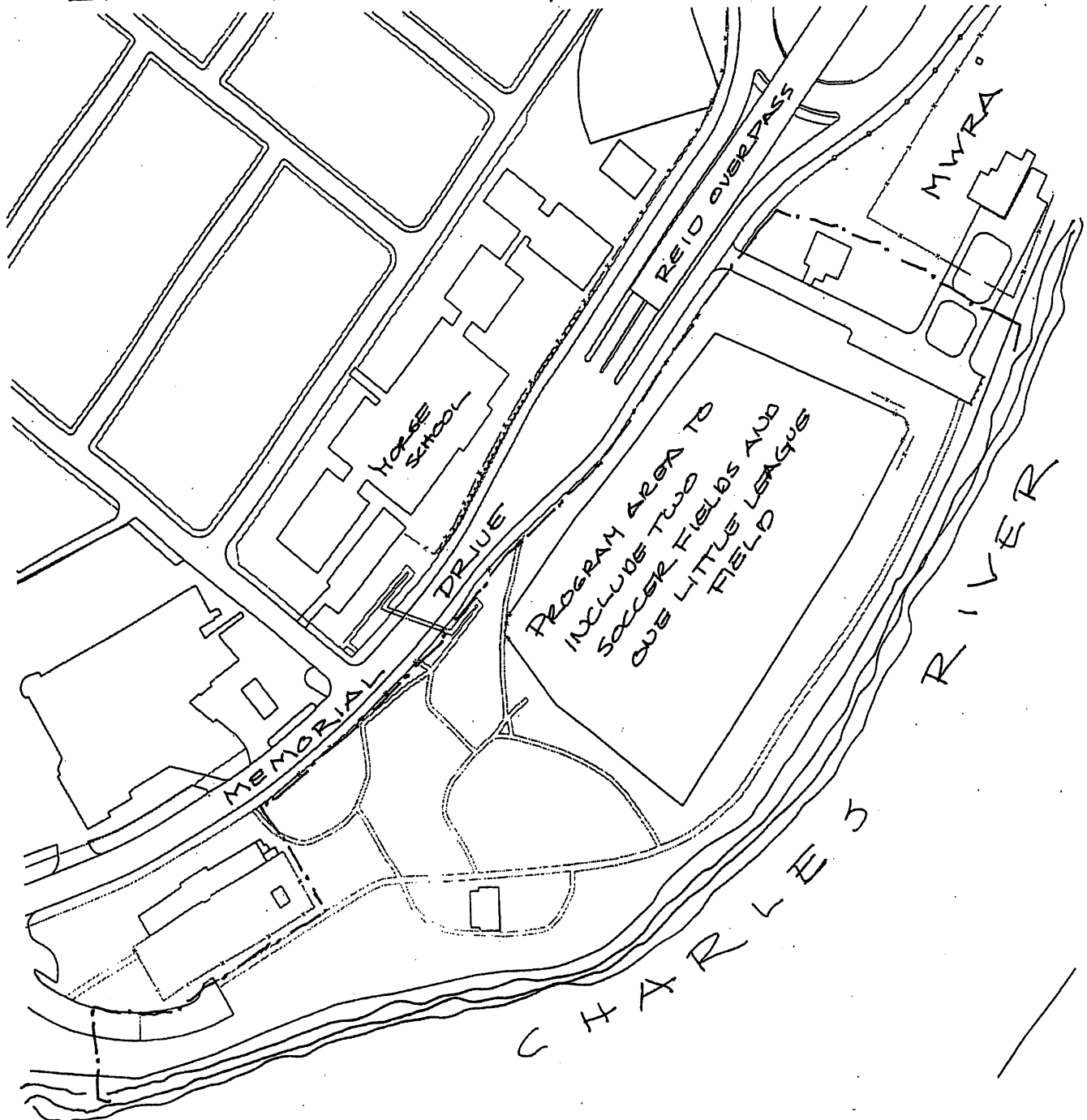


EXHIBIT "B"**MAGAZINE BEACH FACILITY****Preliminary Cost Estimate¹**

January 13, 1998

Athletic Fields (soccer, softball, little league) • irrigation system • drainage system • grading, removal of topsoil, add loam/gravel base - topsoil removal-7 acres @ \$3,000/acre 6" loam- 5,000 yd³ @ \$20/yd³ 3"-6" gravel - 3,000 yd³ @ \$20/yd³ • sodding or hydroseeding - sod - 280,000 ft² = \$50,000 or, - Hydro - 280,000 ft² = \$150,000	\$511,000
Playground/Picnic Table Area • picnic tables/grills 10 tables @ \$2,400 table 10 grills @ \$2,000 grill • demolish existing play equipment and replace \$250,000 • renovate existing water spray pool \$50,000	\$344,000
Beach Area (near MDC Pool) • grading, removal of existing soil/pavement, adding beach sand, accessibility ramp/stairs, landscaping	\$75,000
Parking Area Improvements (near fields) • granite curbing, site prep., addition of gravel 500 linear ft granite curbing - \$14,000 - excavate and dispose material - \$5,000 - gravel - \$5,000 • bituminous concrete paving \$14,000	\$36,000
Landscaping • trees, shrubs and other plantings	\$65,000
Fencing	\$40,000

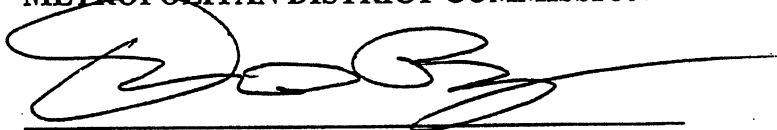
¹ This preliminary cost estimate is based upon a conceptual design and not an actual design. The costs provided here are intended to be used as general guidelines for site improvements at the Magazine Beach facility on Memorial Drive.

Sidewalk Resurfacing and Lighting	\$100,000
Boat Dock	\$50,000
CONSTRUCTION TOTAL	\$1,221,000
Design Consultants	\$184,000
• design/construction drawings and permitting	
Contingency	\$188,000
PRELIMINARY COST ESTIMATE	\$1,538,000

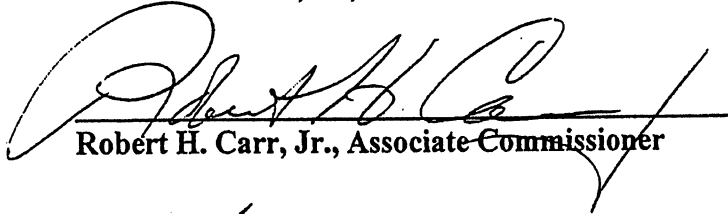
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal
as of this 18th day of November, 1999.

LICENSOR:

COMMONWEALTH OF MASSACHUSETTS
METROPOLITAN DISTRICT COMMISSION



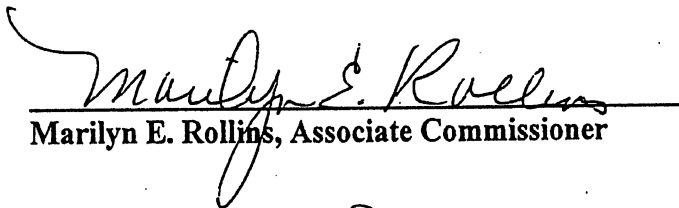
David B. Balfour, Jr., Commissioner



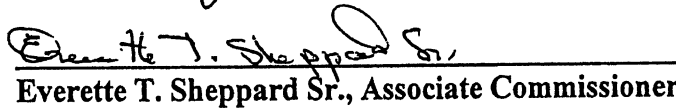
Robert H. Carr, Jr., Associate Commissioner



Avril T. Elkort, Associate Commissioner



Marilyn E. Rollins, Associate Commissioner



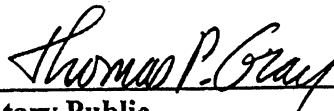
Everett T. Sheppard Sr., Associate Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date: November 18, 1999

Then personally appeared before me David B. Balfour, Jr., Commissioner of the Metropolitan District Commission, whose signature appears on the foregoing instrument and acknowledged same to be the free act and deed of the Metropolitan District Commission, before me,

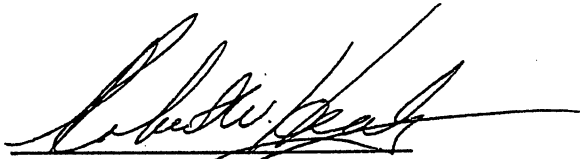


Notary Public

My commission expires: March 16, 2001

LICENSEE:

THE CITY OF CAMBRIDGE



by Robert W. Healy,
its City Manager, as duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date: November 17, 1999

Then personally appeared before me Robert W. Healy, City Manager of the City of Cambridge, whose signature appears on the foregoing instrument and acknowledged same to be the free act and deed of the City of Cambridge, before me,


Notary Public

My commission expires:

D. MARGARET DRURY
MY COMMISSION EXPIRES
FEBRUARY 17, 2006

File in Finance 1999

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LEGAL NOTICES

AURORA NOTICE
LEGAL NOTICE
 NOTICE IS HEREBY GIVEN OF THE APPLICATION OF AURORA ENTERTAINMENT GROUP, INC. of PO BOX 390927, Cambridge, Ma 02139 TO BE A THEATRICAL BOOKING AGENT, PERSONAL AGENT OR MANAGER WITHIN AND FOR THIS Middlesex of Cambridge FOR THE PURPOSE OF CONDUCTING A GENERAL THEATRICAL BOOKING AGENT, PERSONAL AGENT AND MANAGER AS PROVIDED IN CHAPTER 140 OF THE MASSACHUSETTS GENERAL LAWS.

AD #995021
 Cambridge Chronicle, 11/17/99

BRISSETT SUMMONS
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT
MIDDLESEX DIVISION
DOCKET NO. 99D 3719 DV1
SUMMONS BY PUBLICATION
 Maria Brissett, Plaintiff(s) v. Noel Jones, Defendant(s)
 To the above named Defendant(s):

A Complaint has been presented to this Court by the Plaintiff(s), Maria Brissett, seeking a divorce.

You are required to serve upon Joseph F. Flynn - attorney for plaintiff - whose address is One Main Street, Cambridge, MA 02142 your answer on or before January 24, 2000. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer in the office of the Register of this Court at Cambridge.

Witness, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge, this 22nd day of October, 1999.
 Lee G. Johnson
 Register of Probate Court
 AD #983682
 Cambridge Chronicle, 11/17, 11/24, 12/1/99

GELMAN SUMMONS
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT
MIDDLESEX DIVISION
DOCKET NO. 99D3545DV1
SUMMONS BY PUBLICATION
 Marina Gelman, Plaintiff(s) v. Arthur Thomas Donnelly, Defendant(s)
 To the above named Defendant(s):

A Complaint has been presented to this Court by the Plaintiff(s), Marina Gelman, seeking a Divorce.

You are required to serve upon Marina Gelman - plaintiff(s) - attorney for plaintiff(s) - whose address is 324 Katahdin Drive Lexington MA 02421-6444 your answer on or before January 10, 2000. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer in the office of the Register of this Court at Cambridge.

Witness, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge, this 12th day of October, 1999.
 Lee G. Johnson
 Register of Probate Court
 AD #984493
 Cambridge Chronicle, 11/3, 11/10, 11/17/99

GROCERY BIDS
LEGAL NOTICE
CAMBRIDGE PUBLIC SCHOOLS
PURCHASING DEPARTMENT
INVITATION TO BID
 Sealed bids will be received at the Purchasing Department of the Cambridge Public Schools, 159 Thorndike Street, Cambridge, MA 02141 until 2:00 p.m. on December 3, 1999. At that time they will be publicly opened and read for furnishing the following to the Cambridge Public Schools:

MARKET BASKET GROCERY ITEMS FOR CAMBRIDGE PUBLIC SCHOOLS

The Cambridge Public Schools reserves the right to waive any minor informalities or reject, in whole or in part, any or all bids if it is the Department's best interest to do so.

Specifications and bid forms may be obtained from the Purchasing Department at the above address (telephone # 617-349-6410).

Each bid must be in a sealed envelope clearly marked with the above bid description and the words "to be opened at 2:00 p.m. on DECEMBER 3, 1999". Each bid must be addressed to the Purchasing Department at the address above.

Cambridge is an Affirmative Action/Equal Opportunity Purchaser.
 Paul J. McDonald
 Manager of Purchasing

AD #994206
 Cambridge Chronicle, 11/17, 11/24/99

JONES ESTATE
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
THE PROBATE AND FAMILY COURT DEPARTMENT
MIDDLESEX, SS
DOCKET NO. 99P5304FE
ALLOWANCE OF FOREIGN WILL
NOTICE

To all persons interested in the estate of Donald Gerard Jones late of Fort Myers in the county of Lee and State of Florida, deceased.

A petition has been presented to said Court, with certain papers purporting to be copies of the last will of said deceased, and of the Probate thereof in said State of Florida duly authenticated, by Earl Kent Brown of Fort Myers in the State of Florida praying that the copy of said will may be filed and recorded in the Registry of Probate in said County of Middlesex, and that he be appointed executor thereunder.

If you desire to object to the allowance of said petition, you or your attorney should file a written appearance in said court at Cambridge, on or before ten o'clock in the forenoon on the tenth day of December, 1999.

WITNESS, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge, the eighth day of November, 1999.

Lee G. Johnson
 Register of Probate Court

AD #997399
 Cambridge Chronicle, 11/17/99

MAGAZINE BEACH NOTICE
LEGAL NOTICE
CITY OF CAMBRIDGE
FIRST PUBLICATION NO. 2864
AGENDA ITEM NO. 13
IN CITY COUNCIL
NOVEMBER 15, 1999

ORDERED: That \$1,500,000 is appropriated for the purpose of financing the construction and reconstruction of municipal outdoor recreational and athletic facilities at Magazine Beach pursuant to an agreement between the City and the Commonwealth of Massachusetts, acting by and through the Metropolitan District Commission; that to meet the appropriation the Treasurer with the approval of the City Manager is authorized to borrow \$1,500,000 and issue bonds or notes therefore under G.L.c.44; and that the City Manager is authorized to enter into such agreement on behalf of the City and to take all other action necessary to carry out the project.

Passed to a second reading at the City Council meeting held on November 15, 1999 and on or after November 29, 1999 the question comes on adoption.

ATTEST: D. Margaret Drury
 City Clerk

AD #998413
 Cambridge Chronicle, 11/17/99

MAGUIRE ESTATE
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT
MIDDLESEX DIVISION
DOCKET NO. 96P5934EP
NOTICE OF FIDUCIARY'S ACCOUNT

To all persons interested in the estate of Thomas Clair Maguire, II late of Cambridge, Middlesex

You are hereby notified pursuant to Mass. R. Civ. P. Rule 72 that the 1st, second, third, and final accounts of Wilson Jerry Foster *as Executor (the fiduciary) of said estate under the will of said deceased has been presented to said Court for allowance.

If you desire to preserve your right to file an objection to said account, you or your attorney must file a written appearance in said Court at Cambridge on or before the 7th day of December, 1999 the return day of this citation. You may upon written request by registered or certified mail to the fiduciary, or to the attorney for the fiduciary, obtain without cost a copy of said account. If you desire to object to any item of said account, you must, in addition to filing a written appearance as aforesaid, file within thirty days after said return day or within such other time as the Court upon motion may order a written statement of each item together with the grounds for each objection thereto, a copy to be served upon the fiduciary pursuant to Mass. R.Civ.P. Rule 5.

WITNESS, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge, this 3rd day of November, 1999.
 Lee G. Johnson
 Register of Probate

AD #993296
 Cambridge Chronicle, 11/17/99

MCBRIDE ESTATE
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
THE PROBATE AND FAMILY COURT DEPARTMENT
SALE OF REAL ESTATE
GUARDIAN-MAINTENANCE
MIDDLESEX DIVISION
DOCKET NO. 98P0912GI
SALE OF REAL ESTATE
NOTICE

AD #993296
 Cambridge Chronicle, 11/17/99

To all persons interested in the estate of Alice McBride of Belmont in said County, a mentally ill person. A petition has been presented to said Court praying for license to sell-at private sale-public auction-certain real estate of said Alice McBride for her maintenance.

If you desire to object to the allowance of said petition, you or your attorney must file a written appearance in said Court at Cambridge on or before 10:00 in the forenoon on December 3, 1999.

WITNESS, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge,

the third day of November, in the year of our Lord, one thousand nineteen hundred and ninety nine.

Lee G. Johnson
 Register of Probate

AD#994349
 Cambridge Chronicle 11/17/99

MOONEY ESTATE
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
THE PROBATE AND FAMILY COURT DEPARTMENT
PROBATE OF WILL
WITHOUT SURETIES
MIDDLESEX, SS DIVISION
DOCKET NO. 99P4101EP

ESTATE OF Mary R. Mooney
 LATE OF Cambridge
 IN THE COUNTY OF MIDDLESEX
NOTICE

A petition has been presented in the above captioned matter praying that a certain instrument purporting to be the last will of said deceased may be proved and allowed and that Claire Drisoll of in the County of Norfolk be appointed executrix without giving surety on her bond.

If you desire to object to the allowance of said petition, you or your attorney must file a written appearance in said Court at Cambridge on or before 10:00 a.m. in the forenoon on December 7, 1999.

In addition you must file a written affidavit of objections to the petition, stating the specific facts and grounds upon which the objection is based, within (30) days after the return day (or such other time as the Court, on motion with notice to the petitioner, may allow) in accordance with Probate Rule 16.

WITNESS, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge the eighth day of November in the year of our Lord one thousand nine hundred ninety nine.

Lee G. Johnson
 Register of Probate Court

AD #994208
 Cambridge Chronicle, 11/17/99

ORDINANCE #2865
LEGAL NOTICE
CITY OF CAMBRIDGE
FIRST PUBLICATION NO. 2865
IN THE YEAR ONE THOUSAND,
NINE HUNDRED NINETY-NINE
AN ORDINANCE

In Amendment to the "Zoning Ordinance of the City of Cambridge"

Be it ordained by the City Council of the City of Cambridge as follows:

That the City of Cambridge Zoning Ordinance and the Zoning Map accompanying the Zoning Ordinance be amended by creating a new Section 11.600-11.602: Temporary Development Moratorium Overlay District (East Cambridge/Neighborhood Four/Wellington/Harrington Area) as follows:

Section 11.600: Temporary Development Moratorium Overlay District (East Cambridge/Neighborhood Four/Wellington/Harrington Area)

Section 11.601: There is hereby established a Temporary Development Moratorium Overlay District which shall be governed by the regulations specified in this Section 11.600. It is the intent of this Section that these regulations will apply in the eastern section of the city bounded and described as follows:

a. Amend the Zoning Map accompanying the City of Cambridge Zoning Ordinance by creating the Temporary Development Moratorium Overlay District in an area of land circumscribed by a line, said line beginning at a point, said point being the intersection of the centerlines of Main and Windsor Streets;

b. Proceeding in a northerly direction along the centerline of Windsor Street to the Cambridge/Somerville municipal boundary line;

c. Thence turning and proceeding in an easterly direction along the Cambridge/Somerville municipal boundary line to the Cambridge/Boston municipal boundary line;

d. Thence proceeding in an easterly and then southeasterly and then westerly and then southwesterly direction along the Cambridge/Boston municipal boundary line to the center line of Monsignor O'Brien Highway;

e. Thence turning and proceeding in a northwesterly direction along the centerline of Monsignor O'Brien Highway to the centerline of Cambridge Street;

f. Thence turning and proceeding in a westerly direction along the centerline of Cambridge Street to the centerline of First Street;

g. Thence turning and proceeding in a southerly direction along the centerline of First Street to the centerline of Main Street;

h. Thence turning and proceeding in a westerly direction along the centerline of Main Street to the point of origin, the intersection of the centerlines of Main and Windsor Streets.

Section 11.602: Development Moratorium. For a period of 18 months from the date of enactment of this amendment, no permits for the building, renovation, addition, or demolition of any structures shall be issued within the area designated Temporary Development Moratorium Overlay District on the Zoning Map, except as follows:

a. Permits may be granted for the building, renovation or addition of any structure, and for such demolition necessary to accomplish such building, renovation or addition, where the proposed building, renovation or addition, or any series of proposed buildings, renovations or additions, does not exceed for any parcel of land existing as of the date of enactment of this amendment:

i. 20,000 square feet of floor area in the case of a commercial or industrial project.

ii. 20 dwelling units in the case of a residential project.

For the purpose of this Section, the 20,000 square foot/20 unit limit per parcel of land shall be composed of the sum of all building, renovations and additions shown on all permit applications approved after October 6, 1999 to prevent the circumvention of the moratorium by sequential submissions. For the purpose of this Section, a parcel shall be defined as all contiguous lots in the same ownership. During the term of the moratorium, throughout the area regulated by this Section, there shall be no division of land which creates more than four new building lots from a single lot or parcel of land. b. Permits may be granted for the alteration, renovation or replacement of existing structures provided that the use, bulk and intensity of use of the altered, renovated or new structure remains the same as the use, bulk and intensity of use of the existing or previous structure. No such alteration, renovation or replacement of a structure which increases the gross floor of the structure shall be allowed except as permitted herein.

Passed to a second reading at the City Council meeting held on November 15, 1999 and on or after November 9, 1999 the question comes on passing to be ordained.

ATTEST: D. Margaret Drury City Clerk

AD #998415
 Cambridge Chronicle, 11/17/99

P. BRADLEY SUMMONS
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
SOMERVILLE DIVISION
MIDDLESEX DIVISION
DOCKET #91-10-CP 50
SUMMONS
CARE & PROTECTION/
DISPENSING WITH PARENTAL CONSENT TO ADOPTION
M.G.L. c. 119 24/
M.G.L.c.210 3
SOMERVILLE DISTRICT COURT
HELD AT:
40 THORNDIKE STREET 3rd FLOOR
CAMBRIDGE, MA 02141

In the Matter of PAUL HENRY BRADLEY, minor
 TO: Julie Bradley
 Last of: 16 Montgomery Street Cambridge, MA 02140
 and any UNKNOWN OR UNNAMED FATHER, PARENT(S) of the above-named child.

A petition has been presented to this Court by the DEPARTMENT OF SOCIAL SERVICES, 810 MEMORIAL DR. CAMBRIDGE, MA as to the subject child Richard Bradley that said child be found in need of care & protection and committed to the Department of Social Services. The Court may dispense with your consent to the adoption of said child if it finds that the child is in need of care & protection and the best interest of the child would be served by said disposition.

You are hereby ORDERED to appear in this Court at the address set forth above on December 9, 1999 at 9:00 am for a TRIAL. You may bring an attorney with you. If you cannot afford an attorney, the Court will appoint one to represent you. If you fail to appear, the Court may proceed with a trial on the merits of the petition and an adjudication of this matter. For further information call the office of the Clerk-Magistrate at 617-494-4100.

Witness Margaret S. Feary, Esquire, Justice of said Court dated: 10/21/99

AD #995895
 Cambridge Chronicle, 11/17, 11/24, 12/1/99

REG. 99-43
LEGAL NOTICE
REGULATION NO. 99-43
 By force of the power vested in me by Special Act of the Legislature of 1961 (Chapter 455), I hereby amend the Traffic Regulations of the City of Cambridge by adding the following.

Regulation No.66-1 Schedule 6 D, "PARKING PROHIBITED AT ALL TIMES ON CERTAIN SIDES OF CERTAIN STREET, TOW AWAY (HANDICAPPED PERSONS & DISABLED VETERANS) is hereby amended by striking out the following:

Fifth Street, East Side 34' W of Cambridge Street to 54' W of Cambridge Street

Thorndike Street, North Side 20' W of Fifth Street to 38' W of Fifth Street

This regulation shall take effect 3 December 1999.

PROMULGATED DATE 8 Nov. 1999
 Susan E. Clippinger
 Director

AD #993101
 Cambridge Chronicle, 11/10, 11/17, 11/24/99

R. BRADLEY SUMMONS
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
SOMERVILLE DIVISION
MIDDLESEX DIVISION
DOCKET #91-10-CP 50
SUMMONS
CARE & PROTECTION/

DISPENSING WITH PARENTAL CONSENT TO ADOPTION
M.G.L. c. 119 24/
M.G.L.c.210 3
SOMERVILLE DISTRICT COURT
HELD AT:
40 THORNDIKE STREET 3rd FLOOR
CAMBRIDGE, MA 02141

In the Matter of RICHARD BRADLEY, minor
 TO: Julie Bradley
 Last of: 16 Montgomery Street Cambridge, MA 02140
 and any UNKNOWN OR UNNAMED FATHER, PARENT(S) of the above-named child.

A petition has been presented to this Court by the DEPARTMENT OF SOCIAL SERVICES, 810 MEMORIAL DR. CAMBRIDGE, MA as to the subject child Richard Bradley that said child be found in need of care & protection and committed to the Department of Social Services. The Court may dispense with your consent to the adoption of said child if it finds that the child is in need of care & protection and the best interest of the child would be served by said disposition.

You are hereby ORDERED to appear in this Court at the address set forth above on December 9, 1999 at 9:00 am for a TRIAL. You may bring an attorney with you. If you cannot afford an attorney, the Court will appoint one to represent you. If you fail to appear, the Court may proceed with a trial on the merits of the petition and an adjudication of this matter. For further information call the office of the Clerk-Magistrate at 617-494-4100.

Witness Margaret S. Feary, Esquire, Justice of said Court dated: 10/21/99

AD #995892
 Cambridge Chronicle, 11/17, 11/24, 12/1/99

SHEA ESTATE
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT
MIDDLESEX DIVISION
DOCKET NO. 87P2394

NOTICE OF FIDUCIARY'S ACCOUNT

To all persons interested in the estate of Josephine M. Shea late of Cambridge, Middlesex,

You are hereby notified pursuant to Mass. R. Civ. P. Rule 72 that the 12th and final account of C. Michelle Donsey (the fiduciary) of said estate under the will of said deceased has been presented to said Court for allowance.

If you desire to preserve your right to file an objection to said account, you or your attorney must file a written appearance in said Court at Cambridge on or before the 7th day of December, 1999 the return day of this citation. You may upon written request by registered or certified mail to the fiduciary, or to the attorney for the fiduciary, obtain without cost a copy of said account(s). If you desire to object to any item of said account, you must, in addition to filing a written appearance as aforesaid, file within thirty days after said return day or within such other time as the Court upon motion may order a written statement of each such item together with the grounds for each objection thereto, a copy to be served upon the fiduciary pursuant to Mass. R. Civ. P. Rule 5.

WITNESS, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge this 1st day of November, 1999.

Lee G. Johnson
 Register of Probate

AD#994203
 Cambridge Chronicle, 11/17/99

SINGH SUMMONS
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT
MIDDLESEX DIVISION
DOCKET NO. 99D3729
SUMMONS BY PUBLICATION

Gurpal Singh, Plaintiff(s) v. Kanwal Jeet Kaur, Defendant(s)
 To the above name Defendant(s):

A Complaint has been presented to this Court by the Plaintiff, Gurpal Singh, seeking divorce.

You are required to serve upon Surinder Ahluwalia, Esquire, attorney for plaintiff whose address is Surinder Ahluwalia, 916 Pleasant Street, Suite 5, PO Box 595, Norwood, MA 02062 your answer on or before January 24, 2000. If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer in the office of the Register of this Court at Cambridge.

Witness, Sheila E. McGovern, Esquire, First Justice of said Court at Cambridge, this 22nd day of October, 1999.

Lee G. Johnson
 Register of Probate Court

AD #998410
 Cambridge Chronicle, 11/17, 11/24, 12/1/99

12/1 CDC HEARING
LEGAL NOTICE
AVON HILL NEIGHBORHOOD CONSERVATION DISTRICT COMMISSION

Notice is hereby given that the Avon Hill Neighborhood Conservation District Commission will hold a Public Hearing on

Wednesday, December 1, 1999 at 5:30 PM in the Large Conference Room, Carriage House (entrance at 14 Hillside Avenue), Lesley College School of Management, 49 Washington Avenue, Cambridge to consider the following applications under Article III of the Cambridge City Code and the order establishing the Commission:

AH-36: 98 Raymond Street: For review of non-binding Certificate of Appropriateness to restore eyebrow dormer at front, enclose HVAC mechanicals at rear of second story, add deck at third story above mechanicals and alter dormer from window to door to access deck. By Art and Betty Bardige.

AH-37: 71 Washington Avenue: For review of binding Certificate of Appropriateness to install glazing on entry porch of National Register-listed building. By Neil and Margot Goodwin.

Allen Razdow, Chairman

AD #998418
 Cambridge Chronicle, 11/17, 11/24/99

12/2 CHC HEARING
LEGAL NOTICE
CAMBRIDGE HISTORICAL COMMISSION

Notice is hereby given that a public hearing will be held on **Thursday, December 2, 1999, at 4:00 P.M. at 831 Massachusetts Ave., basement**, to consider the following matters under M.G.L. Ch. 40C. and Ch. 2.78 of the Code of the City of Cambridge:

Alterations to Designated Properties:
Case 929: 684-708 Main Street/4-54 Osborn Street/91 Albany Street. M.I.T. Real Estate, owner (continued). Renovation and new construction.

Case 953: 98 Winthrop St., by Herbert Kuelzer (continued). Remove additions and construct new addition.

Case 961: 139 Main St., by Linden Limited Partnership on behalf of Giga Information Group (continued). Install exterior signs.

Case 974: 17 Brown Street, by Charles Maurer Jr. Remove and rebuild stair tower, add shed dormer, and undertake minor alterations.

Case 975: 3 Berkley Place, by Stuart Thorne. Replace windows and roof, change color, convert window to door.

Case 976: 88 Garden Street, by Benjamin & Elizabeth Shepherd. Remove second floor glass porch, side entry door, and kitchen door and window. Relocate windows and doors on rear of house.

Case 977: Arsenal Square Park, by Cambridge. Landscape improvements, including fence, path, and benches.

Demolition Review:
Case D-778: Walcott Gibbs Laboratory, 13 Frisbie Place. President and Fellows of Harvard College, owner. Raze academic building. ca. 1911.

Landmark Designation Proceedings:
Case L-52: Davenport Car Works/Kaplan Furniture factory, 684-708 Main Street/4-54 Osborn Street/91 Albany Street. M.I.T. Real Estate, owner.

Case L-53: 1-12 Shady Hill Square/34-56 Holden Street/24-32 Scott Street. Henrietta W. Epstein, Deborah Valenze, Phillip Bannatyne & Cara Ann Feldberg, Edward & Jane Rabe, Jerzy Soltan estate, Carol Gold, Dennis & Judy Townley, Dennis & Carol Thompson, Natalie Frohock & Natalie Tarbet, Howard Vanvleck Jr., John & Monica Hexner, owners.

Consideration of Petition to Initiate Landmark Designation Study
Case L-57: 39 Cedar Street, 1-5 Cedar Square, 1-3 McLean Road. Antionette and Arthur Flori, Trs. A.A. Flori Realty Trust.

William B. King, Chairman
 Cambridge Chronicle, 11/17, 11/24/99

12/8 CITY COUNCIL HEARING
LEGAL NOTICE
CITY OF CAMBRIDGE
MASSACHUSETTS
OFFICE OF THE CITY CLERK
PUBLIC NOTICE
RELATIVE TO ZONING

BUSINESS NOTES

Flynn and Clark partner honored by peers

The newly elected national president of the American Immigration Lawyers Association, Steven A. Clark, was honored by his peers recently at a reception in Boston.

Clark, a Lexington resident, is a partner at Flynn and Clark, Cambridge.

Theater Offensive seeks interns, office volunteers

The Theater Offensive, New England's premier venue for cutting-edge lesbian and gay theater, seeks responsible and dedicated interns. Specialize in event planning,

marketing, artistic development, theater production/tech, office management, development or financial management. General internship opportunities are also available. Meet and work beside national and Boston-based theater artists. Internships are unpaid. Course credit may be available.

The group also needs volunteers for day-to-day activities such as database, filing and office reorganization. Opportunities for theater production and tech and project management available.

For more information, call 542-4214.

Active Electronics opens new Cambridge store

Active Electronics, a national

chain of 18 stores, recently opened its newest location in Cambridge at 73 First St., across from the CambridgeSide Galleria.

With its modern, clean, self-serve atmosphere, Active has more than 5,000 parts in stock in its stores. Active carries a large assortment of inventory in semi-conductors and passive components. In addition, it has a large selection of test and measurement equipment, soldering stations, hand tools, chemicals, wire and cable and more.

As a division of Future Electronics, one of the world's largest electronic distributors, Active has access to more than 125,000 parts that are in stock in its warehouse. Active also has a second Massachusetts location in the Woburn area at 11 Cummings Park.

Network into e-business with CJP

On Nov. 30, the Young Leadership Division of Combined Jewish Philanthropies and Career Moves at JVS will present "Follow the Internet Road" at Combined Jewish Philanthropies, 126 High St., Boston. The program features four Internet/high-tech professionals who will share practical advice on how to network your way into e-business.

Registration and networking begin at 6:30 p.m. The program begins at 7:15 p.m. Admission is \$8 before Nov. 29 and \$10 at the door. RSVP to Jill Zeligson at Career Moves, 451-8147, ext. 113. Make checks payable to JVS, 105 Chauncy St., sixth floor, Boston, 02111.

The event is accessible to individuals with disabilities.

Three new city councilors will take office in January

ELECTION, from page 5

lots. Behind her were E. Denise Simmons (2,424 number ones), Joseph Grassi (2,283), Fred Fantini (2,289) and Susana Segat (2,001).

"I was surprised," said Turkel. "I thought it would be a more even distribution. I was very pleased."

Walser spent all day at the Nov. 3 vote count with just a slim chance that Michael Harshbarger would move up from seventh in the redistribution.

"I'm thrilled. I'm really happy," said Walser. "It feels good when a lot of hard work pays off."

She said she saw her pet issues, like improving middle schools and closer budget scrutiny, gain an increasingly higher profile in political dialogue.

There were 13 candidates for six

seats on the School Committee, a pool of challengers that was widely considered to be of high caliber.

The number one vote totals for those who did not win a seat is as follows: Michael Harshbarger (1,568), Elizabeth Tad Kenney (753), Don Harding (712), Melody Brazo (475), Alvin Thompson (389), Jamisean Patterson (284), Shawn Burke (219).

There was one ballot question this year, of the "non-binding public opinion advisory" variety. It asked, "Shall the President be asked to negotiate an international treaty for the gradual elimination of nuclear weapons?" It passed with 76 percent voting yes. As a result, copies of the request will go to the president, members of the Massachusetts congressional delegation and Cambridge representatives on Beacon Hill.

COMMUNITY NOTES

NOTES, from page 7

versity Colloquium Series, follows:

- Wednesday, Nov. 17 — Carli Coetzee, lecturer on English language and literature, University of Cape Town and the first (Nelson) Mandela fellow at the W.E.B. Du Bois Institute, will speak on "They Never Wept, the Men of My Race: Anjie Krog's Country Of My Skull and the White South African."

- Wednesday, Dec. 1 — Richard Dozier, professor of architecture, Florida A & M University and fellow at the W.E.B. Du Bois Institute, will speak on "African Americans and Historic Architecture."

Lectures are held in the Thompson Room, Barker Center, first floor, 12 Quincy St., Cambridge,

from noon to 2 p.m. Feel free to bring a lunch. For more information, call 495-4113.

Cambridge Forum to present Reich

Cambridge Forum will present "Who Benefited From the '90s Boom (And What This Means for 2000 Politics)" on Wednesday, Dec. 15, at 7:30 p.m.

Robert Reich, former secretary, U.S. Department of Labor and current professor, Center for Social Change, Heller Graduate School, Brandeis University, discusses the growing "wealth gap" and its impact on the political process in the United States. Admission is free and open to the public.

Cambridge Forum is located at 3

Church St. For more information, call 495-2727.

Children's performance at Back Alley Theater

The Back Alley Theater will host Pocket Full of Tales Theater Company on Nov. 28 at 1 p.m. The troupe's latest show, "When I Was Little ...," celebrates the idea that even the very young have memories of when they were little. The show is appropriate for ages 3 to 10.

The Back Alley Theater is at 1253 Cambridge St., Cambridge. Tickets are \$7 in advance and \$10 at the door. For tickets or more information, call (781) 245-4819.

Cambridge Forum to present series finale

Cambridge Forum will present "Education and Work" with Paula Rayman on Friday, Dec. 3.

Rayman, director of the Radcliffe Public Policy Institute, explores the changing relationships among education, training and the needs of the workplace in global economy. This is the final program in a series on work. Admission is free and open to the public.

Cambridge Forum is at 3 Church St. For more information, call 495-2727.

University Choir to hold annual carol services

The Harvard University Choir, with the Harvard Baroque Chamber Orchestra, will hold its annual carol services Sunday, Dec. 19, at 5 p.m. and Monday, Dec. 20, at 8 p.m. at the Memorial Church at Harvard University, Harvard Yard, Cambridge.

Admission is free and open to the public. Tickets are not required. For more information, call

495-5508.

Gardner book discussion, signing

Cambridge Forum will present "Intelligence Reframed" with Howard Gardner on Wednesday, Dec. 1, at 7:30 p.m.

Gardner, John H. and Elisabeth A. Hobbs professor of cognition and education at the Harvard Graduate School of Education, discusses his latest book. A book signing will follow the program. Admission is free and open to the public.

Cambridge Forum is located at 3 Church St. For more information, call 495-2727.

Community memorial service for Tanzania's Nyerere

The Boston Pan-African Forum will hold a special community memorial service for the late president of Tanzania, Julius Nyerere, on Saturday, Nov. 20, from 10:30 a.m. to 12:30 p.m. at MIT's Tang Center, Wadsworth and Amherst streets off Kendall Square.

The memorial is expected to fea-

ture a live two-way video connection to Dar Es Salaam with U.S. Ambassador to Tanzania, Charles Stith, among other officials and experts on U.S.-African relations.

Nyerere died recently and received a state funeral attended by leaders from all over the world. He was noted for extolling his own brand of socialism, which he called "ujamaa" (Swahili for familyhood) for the fellowship of modern Africa.

For more information, call 338-9553.

Notre Dame sisters to mark 150th anniversary

In commemoration of the 150th anniversary of the Sisters of Notre Dame de Namur's arrival in New England, the Sisters will close its year of events with a Christmas dinner on Friday, Dec. 10, at the World Trade Center on Northern Avenue in Boston. Friends, former students and family members will celebrate. A reception will be held at 6 p.m., followed by dinner at 7:30 p.m. Tickets are \$75. For more information, call (508) 757-5711.

1/3 off

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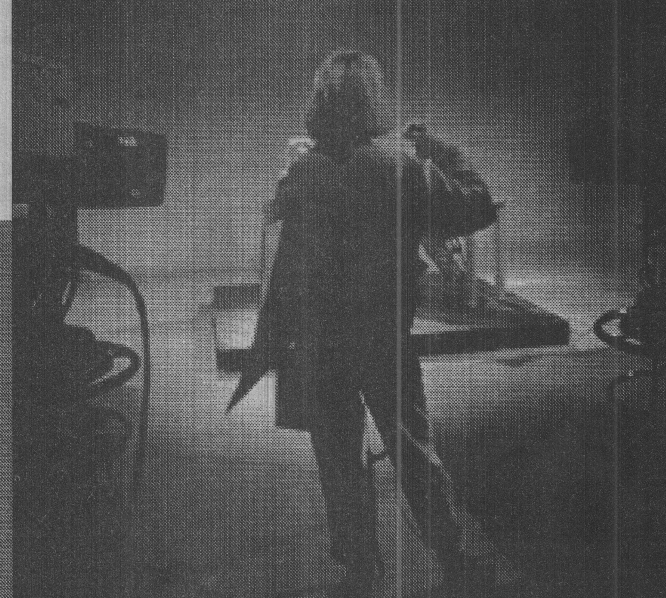
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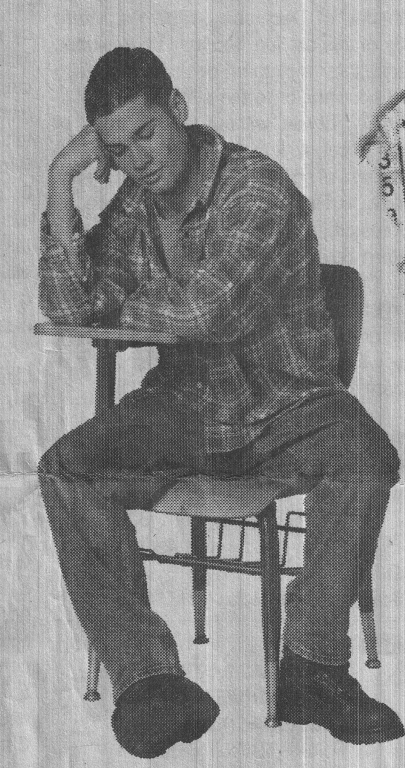
- Information Nights scheduled for December 8 and January 11
- Classes begin January 18

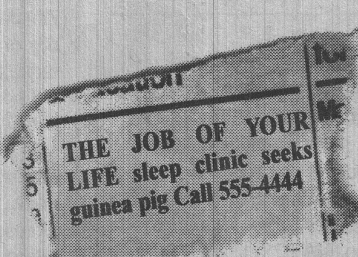
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1999-2000

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City of Cambridge

Agenda Item No. 13
IN CITY COUNCIL

November 15, 1999

ORDERED: That \$1,500,000 is appropriated for the purpose of financing the construction and reconstruction of municipal outdoor recreational and athletic facilities at Magazine Beach pursuant to an agreement between the City and the Commonwealth of Massachusetts, acting by and through the Metropolitan District Commission; that to meet the appropriation the Treasurer with the approval of the City Manager is authorized to borrow \$1,500,000 and issue bonds or notes therefor under G.L. c. 44; and that the City Manager is authorized to enter into such agreement on behalf of the City and to take all other action necessary to carry out the project.

**Passed to a second reading at the
City Council meeting held on November 15, 1999
and on or after November 29, 1999 the question
comes on adoption.**

ATTEST:-

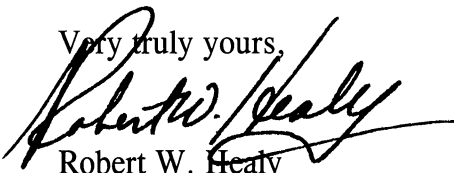
**D. Margaret Drury
City Clerk**

The Honorable, The City Council
November 15, 1999
Page 2

In view of the difficulty in acquiring a parcel of land this large, and in such a beautiful setting, I feel the City has employed a unique strategy in this partnership with the MDC and the State. I know of no other community who has negotiated an agreement like this and I hope we can look to other possibilities for joint ventures of this nature in the future.

I urge your approval of the loan order.

Very truly yours,



Robert W. Healy
City Manager

Attachments

First Publication in the Chronicle on November 17, 1999.



City of Cambridge

Calendar Item #7

IN CITY COUNCIL

December 6, 1999

ORDERED: That \$1,500,000 is appropriated for the purpose of financing the construction and reconstruction of municipal outdoor recreational and athletic facilities at Magazine Beach pursuant to an agreement between the City and the Commonwealth of Massachusetts, acting by and through the Metropolitan District Commission; that to meet the appropriation the Treasurer with the approval of the City Manager is authorized to borrow \$1,500,000 and issue bonds or notes therefor under G.L. c. 44; and that the City Manager is authorized to enter into such agreement on behalf of the City and to take all other action necessary to carry out the project.

In City Council December 6, 1999.

Adopted by a yeas and nays vote:-

Yeas 8; Nays 0; Absent 1; Present 0.

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge

MASSACHUSETTS

In City Council 12/6, 1999UB #7 Loan Order

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Ms. Henrietta Davis
✓				V. Mayor Anthony Galluccio
✓				Mr. Kenneth E. Reeves
✓				Ms. Sheila T. Russell
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
		✓		Ms. Katherine Triantafillou
✓				Mayor Francis H. Duehay

8 0 1 0

City of Cambridge

MASSACHUSETTS

In City Council 11/15, 1999

Loan order for Magazine Beach \$1,500,000
Passed to a second reading

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Ms. Henrietta Davis
✓				V. Mayor Anthony Galluccio
✓				Mr. Kenneth E. Reeves
✓				Ms. Sheila T. Russell
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
✓				Ms. Katherine Triantafillou
✓				Mayor Francis H. Duehay

City of Cambridge

MASSACHUSETTS

In City Council 11/15, 1999

HD Susp rule to go to CM #13 1st

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Ms. Henrietta Davis
✓				V. Mayor Anthony Galluccio
✓				Mr. Kenneth E. Reeves
✓				Ms. Sheila T. Russell
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
✓				Ms. Katherine Triantafillou
✓				Mayor Francis H. Duehay

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City of Cambridge

Agenda Item No. 13
IN CITY COUNCIL

November 15, 1999

ORDERED: That \$1,500,000 is appropriated for the purpose of financing the construction and reconstruction of municipal outdoor recreational and athletic facilities at Magazine Beach pursuant to an agreement between the City and the Commonwealth of Massachusetts, acting by and through the Metropolitan District Commission; that to meet the appropriation the Treasurer with the approval of the City Manager is authorized to borrow \$1,500,000 and issue bonds or notes therefor under G.L. c. 44; and that the City Manager is authorized to enter into such agreement on behalf of the City and to take all other action necessary to carry out the project.

Passed to a second reading at the
City Council meeting held on November 15, 1999
and on or after November 29, 1999 the question
comes on adoption.

ATTEST:-

D. Margaret Drury
City Clerk

JOINT MANAGEMENT AND LICENSE AGREEMENT

AGREEMENT made as of this _____ day of November, 1999, by and between THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its METROPOLITAN DISTRICT COMMISSION (hereinafter "Commission" or "MDC" or "Licensor"), its lessees, agents and assigns, an agency of the Commonwealth of Massachusetts, pursuant to Chapters 28 and 92 of the General Laws, as amended, having a usual place of business at 20 Somerset Street, Boston, MA 02108, and THE CITY OF CAMBRIDGE, its lessees, agents and assigns, a body politic and corporate subdivision of the Commonwealth of Massachusetts and having a usual place of business at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (hereinafter "the City" or "Licensee").

WHEREAS: The MDC is a regional state agency authorized by the provisions of Chapter 92 of the General Laws, as amended (hereinafter "Chapter 92"), to provide open spaces called "reservations" for exercise and recreation; and

WHEREAS: The City desires to increase access to open space, park facilities, and multi-purpose recreational fields to its citizens for the purposes of general recreation, enjoyment, and athletic activities; and

WHEREAS: The City desires to provide funding for the design and construction of capital improvements (the "License Area Improvements", as delineated on the document attached hereto and incorporated herein as Exhibit "B" and named "Magazine Beach Facility

Preliminary Cost Estimate,” which document may be duly amended and revised from time to time by agreement between the parties) at Magazine Beach, a park facility sited within the MDC Charles River Reservation under the care and control of the Commission, which property is owned by the Commonwealth and located off Memorial Drive in the City of Cambridge; and

WHEREAS: Both parties agree and acknowledge that, by this Agreement, they shall assume and share joint management of the capital improvement project (hereinafter the “Project”) and the use and maintenance of said Magazine Beach (hereinafter the “License Area”) for the purposes of providing multi-purpose recreational fields to the public, and especially to the residents of the City of Cambridge; and

WHEREAS: Both parties assert that such purposes are compatible, consistent, and in compliance with the provisions of Chapter 92 and Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and that this Agreement does not constitute or represent the transfer or disposition by the Licensor of any title or interest in and to the land comprising the License Area to the Licensee.

NOW, THEREFORE, WITNESSETH that the Commission, for and in full consideration of the City keeping and performing the covenants and conditions hereinafter stated on the part of the City to be kept and performed at no cost to the Commonwealth of Massachusetts and to the Commission, does hereby agree to grant unto the City the following

rights.

I. JOINT MANAGEMENT AND LICENSE

A. The Commission hereby gives to the City, its lessees, agents, and assigns, a non-exclusive license for the shared use by the City and the MDC and joint management of the License Area by the City and the MDC, which License Area shall comprise multi-purpose recreational fields to be placed in, over, across, and along the land under the care and control of the Licensor as shown on a plan which is attached hereto and incorporated herein as Exhibit "A," and in conformance with the MDC Charles River Master Plan, subject to the following conditions:

1. It is expressly understood and acknowledged by and between the parties hereto, that any obligations of the City set forth in this Agreement are contingent upon the City obtaining proper funds and legal authorization to expend such funds, in an amount not to exceed One Million Five Hundred Thousand (\$ 1,500,000) Dollars, for capital improvements to the License Area. If such funding is unavailable or becomes unavailable during the term of this Agreement, then this Agreement shall become null and void by and between the parties, upon receipt by the Commission of written notice by the City in accordance with the provisions of Article III (H) or within two (2) years of the date of this Agreement, whichever shall first occur.

2. The location plan applicable to the license hereby granted is set forth in Exhibit A and no change shall be made therefrom, including, but not limited to, change in location or use, without the prior written consent of the parties.

3. This Agreement shall be effective as of the date of execution; provided, however, the the Initial Term of this Agreement shall begin on the date that the License Area Improvements have been completed (the "License Term") and extend for five (5) successive years, and shall continue in full force and effect upon the same terms and conditions for a Second Term of five (5) successive years (the Second Term), for a total period not to exceed ten (10) years, unless terminated as hereinafter provided, or unless modified by a subsequent amendment to this Agreement executed by the parties. In light of the extent of the improvements and the maintenance obligations which the Licensee commits to fund under this Agreement, and subject to the satisfactory operation of the recreational facilities included therein, the parties agree to meet prior to the expiration of the present Agreement and to consider, in good faith, the negotiation of a new Joint Management and License Agreement. In the event that the City has satisfactorily complied with all provisions of the Agreement, both parties commit to renewing this Agreement upon comparable terms.

4. This Agreement shall be terminable only upon agreement between the parties; provided, however, that if the City fails to appropriate funds for maintenance, or fails to assign funds for said maintenance, this Agreement shall be terminable by the Commission upon two

(2) months prior written notice by the Commission. Upon receipt of such notice, the City shall be given the two-month period to cure or otherwise remedy said funding deficiency. At the end of said two-month period, if the City does not secure adequate funding to the satisfaction of the Commission, then this Agreement shall be deemed terminated, and all work, services and improvements provided by the City hereunder shall accrue and inure to the benefit of the Commission, without penalty or obligation to the Commission.

II. CONDITIONS APPLYING TO CONSTRUCTION AND MAINTENANCE OF THE LICENSE AREA.

A. The Commission and the City agree that the Commission shall contract and otherwise arrange for all work necessary to accomplish the License Area Improvements, and that the City shall provide all the funding necessary to accomplish said Improvements, such funding to be duly deposited in an Expendable Trust Account established and maintained pursuant to 801 CMR 50.01, et seq. The Commission and the City further agree that the Commission, prior to commencing any work, shall submit to the City plans and specifications in reasonable detail for the siting and construction of the License Area improvements, subject to the approval of the City, which approval shall not be unreasonably withheld or delayed. The License Area improvements and any modifications thereto shall be built substantially in accordance with such plans and specifications. Any Repair Work (as defined below) shall be performed by the Licensee in accordance with plans and specifications which shall be

submitted to the Commission for approval, which approval shall not be unreasonably withheld or delayed.

B. The City acknowledges that:

1. It shall undertake to fulfill its obligations during the period of this Agreement and to conform in all ways with laws and regulations regarding undertaking, in a professional, responsible and workmanlike manner, the repair, replacement and maintenance of the License Area Improvements, as defined in Article III (E). The City shall commit an annual amount not exceeding One Hundred Thousand (\$ 100,000) Dollars per fiscal year during the period of this Agreement, either from the City budget and/or other funding sources, or its equivalent value in labor and/or services from its municipal staff and its appropriate contractors, or both. It shall assume and perform all maintenance tasks during the period of this Agreement, which tasks shall include but not be limited to mowing, irrigation, and all other such work associated with responsible turf management. The City and the MDC shall in all ways seek to avoid adverse impacts upon the Charles River and the Charles River Basin and adhere to best management practices.

2. The City and the Commission agree to undertake to assist each other in securing all permitting, and in securing any and all associated financial assurance requirements, of any state and local agency, board or authority which may be required to both commit funding to, and to properly repair and maintain, the multi-purpose recreational fields on site.

3. In connection with the License Area Improvements and/or the making of any repairs to or alterations of ("Repair Work") the License Area Improvements;

(i.) the methodology used shall be subject to the approval of the Commission, such approval not being unreasonably withheld or delayed; and

(ii.) all facilities of the Commission and other improvements located in, on, over, adjacent to, or under the License Area shall be protected in a manner reasonably satisfactory to the Commission and at no cost or expense to the Commission; and

(iii.) the Commission may, as it shall deem reasonably necessary or advisable, assign personnel for supervision, inspection and protection during any period in which the installation or any Repair Work is being performed.

4. If the Commission's improvements, personal property or facilities located on, in, over, under or adjacent to the License Area shall be damaged in connection with the City use and operation of the License Area Improvements and/or the Repair Work, the City shall make all reasonable repairs necessary to correct or ameliorate such damage at its sole expense and to the reasonable satisfaction of the Commission. Accordingly, if the MDC causes damage to any of the License Area Improvements, it shall make its best efforts to make all reasonable repairs necessary to promptly correct or ameliorate such damage at its sole expense and to the reasonable satisfaction of the City. Damage caused by MDC permittees shall be governed in accordance with Article III (D) hereof.

5. Except in the case of an emergency, the City will give at least two (2) weeks written

notice to the Commission before commencing any Repair Work. In cases of emergency, the City must immediately notify the Commission, and to the best of its ability, cooperate in protecting the Commission's operations.

6. The City shall cause any maintenance, repair, or alteration to be accomplished with minimal disturbance to the activities and uses conducted in the License Area and contiguous adjacent property of the Commission.

C. The City shall cause all construction or repairs to be done in a good and workmanlike manner, and shall be responsible for providing, at its sole cost and expense, such security protection or service as the Commission and the City shall agree to be reasonably necessary to protect the License Area.

D. The City hereby agrees that this Agreement or any documents related hereto will not be recorded in the Registry of Deeds, inasmuch as this document does not grant the City any title or interest in and to the land of the Commission, but only the right of possession and non-exclusive access for the purposes as hereinabove stated.

III. GENERAL TERMS

A. The parties shall comply with all applicable statutes, regulations, orders, directives,

ordinances, and similar promulgations of law applicable to the License Area.

B. Both parties hereto acknowledge and agree that the Commission and the City are each self-insured. All issues regarding insurance and liability shall be governed by the provisions of Chapter 258 of the General Laws, as amended, and any and all other applicable laws of the Commonwealth of Massachusetts.

The City shall cause its lessees, contractors, agents and representatives, to maintain sufficient liability insurance, with coverage for bodily injury, wrongful death, and property damage, to support the obligation of the City (through its lessees, contractors, agents and representatives) to indemnify the Commonwealth of Massachusetts. The City shall provide the Commission with all such certificates of insurance as soon as practicable after receipt of same. Both parties hereto acknowledge that the City shall not be liable for any costs or claims arising from the actions or omissions of the Commission, its contractors, agents, representatives, employees, permittees and other licensees.

The City further expressly agrees not to make any claims against the Commonwealth for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the negligent acts or omissions to act by the City, its contractors, agents, representatives, employees, permittees, licensees and invitees, as hereby licensed.

C. Both parties agree that, within the context of this Agreement, the City is neither responsible nor liable for existing conditions within the License Area, including but not limited

to hazardous waste or material, leachate, surface contamination, or water contamination; however, the City shall be responsible for any contamination or hazardous materials which it causes to be brought, deposited, or introduced to the License Area by operation of this Agreement. Both parties pledge to work together with their employees, contractors and agents, to ensure that the License Area becomes and remains a clean and safe recreational environment for the public.

D. During the period of this Agreement, the License Area shall be managed jointly by the MDC, acting primarily by and through its Divisions of Reservations and Historic Sites and Recreational Facilities and Programs, and the City, acting primarily by and through its Human Services and Public Works Departments. The MDC, operating by and through its aforementioned Divisions and in consultation with its Office of the Commissioner, shall require, when deemed appropriate by the MDC, certificate(s) of insurance from each permittee as evidence of liability insurance sufficient to support the obligation of the permittee to indemnify the MDC and the Commonwealth of Massachusetts. The MDC shall also require, when deemed appropriate by the MDC, performance bond(s) from each permittee in an amount sufficient to repair any and all damage to the License Area occasioned during major special events. The day-to-day scheduling of the License Area, shall be the responsibility of the MDC. The day-to-day maintenance and repair of the License Area and the License Area Improvements, shall be the responsibility of the City. The MDC and the City shall coordinate the scheduling of all major special events within the License Area. Each party shall appoint appropriate staff to a Joint Management Review Committee, with at least two (2) members

from the Division and Departments listed above, which Committee shall be convened to meet at selected sites no fewer than two (2) times within each fiscal year, so that management and operational issues may be discussed and that all issues impacting the License Area may be addressed. For purposes of this Agreement, a fiscal year shall be deemed to begin on July 1 during a given calendar year, and extend through and including June 30 of that next calendar year. Each party herein also agrees to provide the other with a routinely updated emergency personnel and telephone directory during the period of this Agreement.

E. Both parties agree that the License Area Improvements shall be as fully delineated on said Exhibit "A" which shall incorporate a program that includes two (2) soccer fields and one (1) Little League field, unless otherwise mutually agreed to by the parties. Both parties also agree that all municipal recreational organizations, with preference given to youth-oriented activities, scheduled and permitted by the City of Cambridge shall be afforded preferential scheduling by the MDC during the period of this Agreement and any extensions thereof.

F. All permitted repairs, replacements, renovations, removals, restorations, and any and all other capital improvements and repairs to the License Area made by the City shall be at no cost to or obligation by the Commonwealth of Massachusetts. At the expiration or termination of this Agreement, all such improvements shall become the sole property of the Commonwealth of Massachusetts.

G. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such

determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

H. Whenever, by the terms of this instrument, notices may or are to be given either to the Commission or City, such notices shall be deemed to have been given if in writing and either delivered by hand or by United States certified or registered mail (return receipt requested) if intended for the Commission, to:

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

and if intended for the City, to:

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

or to such other address or addresses as may be specified by either party to the other by like notice.

I. This Agreement and the interest, rights, or obligations, or any portion thereof, herein contained, shall not be assigned, transferred or delegated by City without the express prior written consent of the Commission, and any attempt to do so shall render the interest under this Agreement voidable at the option of the Commission.

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

K. The rights, liabilities, agreements and obligations herein granted and set forth shall inure to the benefit of and be binding upon the successors, assigns, agents, representatives, and transferees of the Commonwealth of Massachusetts, as applicable, and shall inure to the benefit of and be binding upon the successors, assigns, agents, representatives, and transferees, as applicable, and upon all other persons claiming by, through or under the Commonwealth of Massachusetts.

----- LICENSE BOUNDARY

EXHIBIT "A"

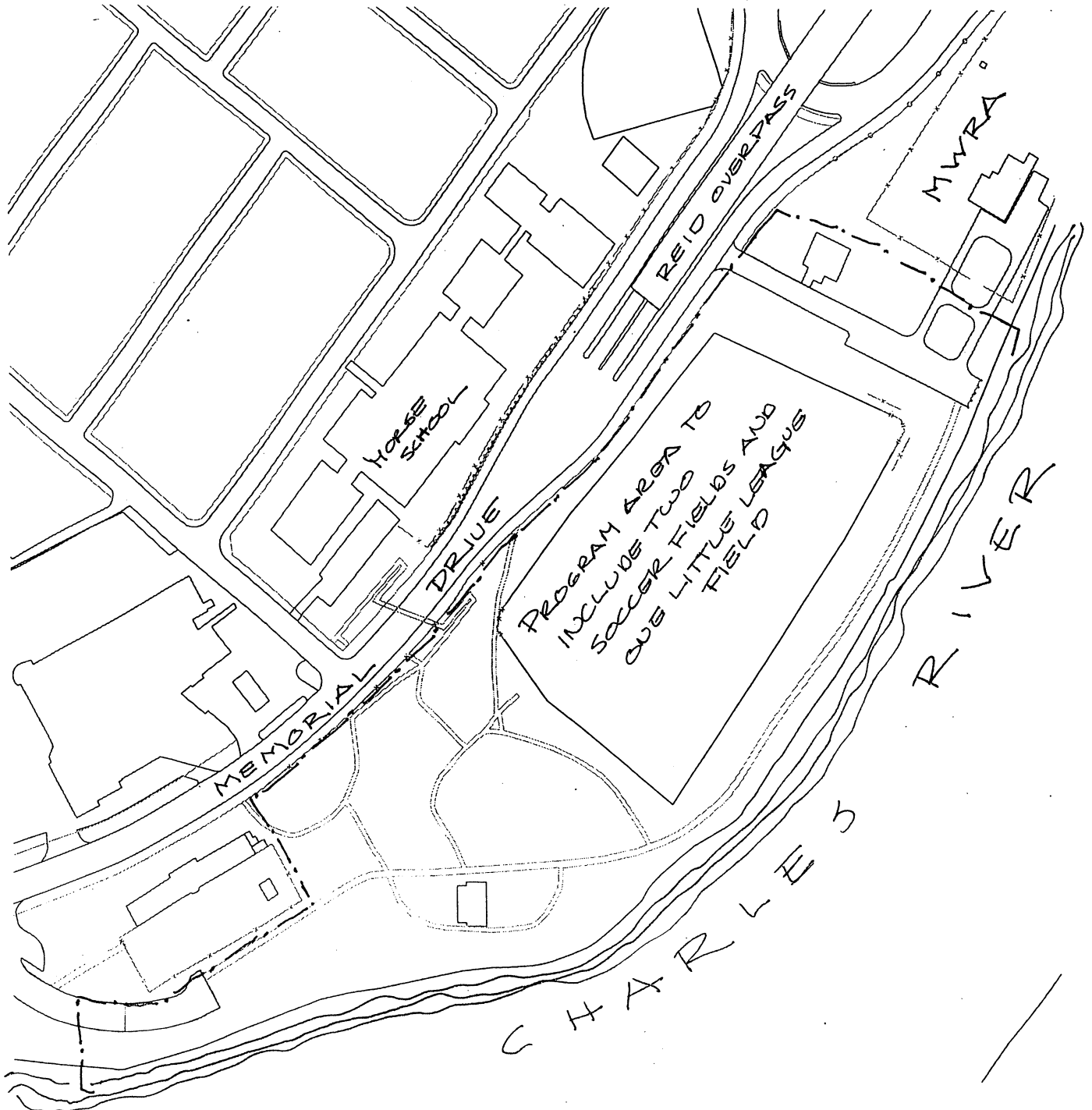


EXHIBIT "B"**MAGAZINE BEACH FACILITY****Preliminary Cost Estimate¹**

January 13, 1998

Athletic Fields (soccer, softball, little league) • irrigation system • drainage system • grading, removal of topsoil, add loam/gravel base - topsoil removal-7 acres @ \$3,000/acre 6" loam- 5,000 yd³ @ \$20/yd³ 3"-6" gravel - 3,000 yd³⁰ @ \$20/yr³ • sodding or hydroseeding - sod - 280,000 ft² = \$50,000 or, - Hydro - 280,000 ft² = \$150,000	\$511,000
Playground/Picnic Table Area • picnic tables/grills 10 tables @ \$2,400 table 10 grills @ \$2,000 grill • demolish existing play equipment and replace \$250,000 • renovate existing water spray pool \$50,000	\$344,000
Beach Area (near MDC Pool) • grading, removal of existing soil/pavement, adding beach sand, accessibility ramp/stairs, landscaping	\$75,000
Parking Area Improvements (near fields) • granite curbing, site prep., addition of gravel 500 linear ft granite curbing - \$14,000 - excavate and dispose material - \$5,000 - gravel - \$5,000 • bituminous concrete paving \$14,000	\$36,000
Landscaping • trees, shrubs and other plantings	\$65,000
Fencing	\$40,000

¹ This preliminary cost estimate is based upon a conceptual design and not an actual design. The costs provided here are intended to be used as general guidelines for site improvements at the Magazine Beach facility on Memorial Drive.

Sidewalk Resurfacing and Lighting	\$100,000
Boat Dock	\$50,000
CONSTRUCTION TOTAL	\$1,221,000
Design Consultants	\$134,000
• design/construction drawings and permitting	
Contingency	\$183,000
PRELIMINARY COST ESTIMATE	\$1,538,000

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Boat Dock	\$50,000
CONSTRUCTION TOTAL	\$1,221,000
Design Consultants	\$134,000
• design/construction drawings and permitting	
Contingency	\$183,000
PRELIMINARY COST ESTIMATE	\$1,538,000

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal
as of this _____ day of November, 1999.

LICENSOR:

**COMMONWEALTH OF MASSACHUSETTS
METROPOLITAN DISTRICT COMMISSION**

David B. Balfour, Jr., Commissioner

Robert H. Carr, Jr., Associate Commissioner

Avril T. Elkort, Associate Commissioner

Marilyn E. Rollins, Associate Commissioner

Everette T. Sheppard Sr., Associate Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date: _____, 1999

Then personally appeared before me David B. Balfour, Jr., Commissioner of the Metropolitan District Commission, whose signature appears on the foregoing instrument and acknowledged same to be the free act and deed of the Metropolitan District Commission, before me,

Notary Public

My commission expires:

LICENSEE:

THE CITY OF CAMBRIDGE

by Robert W. Healy,
its City Manager, as duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Date: _____

Then personally appeared before me Robert W. Healy, City Manager of the City of Cambridge, whose signature appears on the foregoing instrument and acknowledged same to be the free act and deed of the City of Cambridge, before me,

Notary Public
My commission expires:



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300
FAX. 349-4307



13.

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

November 15, 1999

To The Honorable, The City Council:

I am pleased to inform you that the City has reached an agreement with the Metropolitan District Commission (MDC) which will allow the City substantially increased access to the Magazine Beach facilities; in return for this increased access, the City agrees to provide capital improvement funds to improve open space facilities and provide on-going site maintenance.

In order to finance the necessary capital improvements, I recommend passage of the attached loan order in the amount of \$1,500,000 as the City's financial obligation to the MDC under the Joint Management and License Agreement negotiated by the City with the MDC, (attached).

The agreement, if executed by the City, calls for two 5-year terms for a total period of 10 years, with a commitment to extend the agreement for two additional 5-year terms in acknowledgement of the City's commitment to extensive improvements and ongoing maintenance. This will bring the total number of years to 20 years. This agreement will allow the City increased access to the open space, park facilities, and multi-purpose recreational fields for its citizens. Greater access will be accomplished by the City and MDC's agreement of joint management of the license area.

The plan for the site includes a little league field, a full size soccer field, a youth soccer field and several park amenities as outlined in the Magazine Beach Master Plan Study completed by MDC. The City will give play field priority scheduling to youth sports and still have time available for adult use.

As a final resolution to the replacement of Lusitania Soccer Field, and as an alternative to the use of Donnelly Field for soccer, this solution also allows us to meet our commitment to our citizens to replace Lusitania with a full-sized soccer field and maintain the status quo for little league use of Magazine Beach.

Consent Agenda #13

191F

Requesting the passage of a loan order in the amount of \$1,500,000 as required under a joint management and license agreement negotiated by the City with the MDC with regard to the Magazine Beach facilities.

12/6/99

Passed to be Ordained

8-0-1.

In City Council November 15, 1999

Passed to a 2nd Reading

9-0-0.

Report Accepted.