

# **Appendix J**

## **Draft Memorandum of Agreement**

DRAFT  
8-31-09

**Memorandum of Agreement  
between the  
Federal Transit Administration  
and the  
Massachusetts State Historic Preservation Officer  
Pursuant to 36 CFR § 800 regarding the  
MBTA Green Line Lechmere Station Relocation Project  
Boston, Massachusetts**

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration (FTA) has determined that the proposed Massachusetts Bay Transportation Authority (MBTA) Green Line Lechmere Station Relocation Project in Cambridge, Massachusetts will have an adverse effect upon the Lechmere Viaduct, in Boston and Cambridge, a property that has been determined individually eligible for National Register listing; and will also affect the Lechmere Station in Boston, pursuant to 950 CMR 71.05(a) a property that has been determined by consensus to meet the criteria of eligibility for listing in the National Register of Historic Places under Criteria A and C at the local level (36 CFR 60).

WHEREAS, the FTA has consulted with the Massachusetts State Historic Preservation Officer (MASHPO) pursuant to 36 CFR § 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, the Massachusetts Bay Transportation Authority (MBTA) and the Cambridge Historical Commission (CHC) have participated in the consultation and have been invited to concur in this Memorandum of Agreement;

NOW, THEREFORE, the FTA and the MASHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

**Stipulations**

The FTA will ensure that the following measures are carried out:

**1. Archival Photographic Documentation**

- (a) Prior to any demolition or construction activities associated with the project, the FTA shall ensure that a qualified historic preservation consultant prepares archival photographic documentation of the MBTA Lechmere Station and the area of the Lechmere Viaduct that will be altered. The documentation shall include printed digital photographs, a CD-R, and technical documentation prepared according to the attached *Photographic Documentation Technical Requirements for Digital Images* (hereto attached as Appendix A). The scope of the photographic documentation will be developed in consultation with the MASHPO, and the CHC. It will include the MBTA Lechmere Station and the area of the Lechmere Viaduct that will be altered. All documentation shall be enclosed in suitable archival-quality enclosures within an archival-quality box.
- (b) Unless otherwise agreed to by the MASHPO, the FTA shall ensure that the original archival photographic documentation is completed, delivered to and accepted by the MASHPO prior to commencement of demolition or construction activities. Upon acceptance by the MASHPO, FTA shall then submit copies of the archival documentation to the following repositories: the Massachusetts State Archives, Historic New England, Boston Public Library, Bostonian Society, and Cambridge Historical Society. FTA shall provide a copy of the archival documentation transmittal letters to the MASHPO.

## **2. New Construction and Rehabilitation**

### Lechmere Station

The FTA shall ensure that the designs of the alterations to the Lechmere MBTA Station are compatible with the surrounding properties and are responsive to the recommended approaches to new construction and rehabilitation set forth in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service, 1992). The FTA shall ensure that the design plans and construction specifications for the Lechmere MBTA Station are submitted to the MASHPO, and CHC prior to construction for their review and comment.

### Lechmere Viaduct

The FTA shall include in the design plans measures to protect and enhance the historic architectural character of the Lechmere Viaduct, including minimal cleaning of work areas, restoration of ornamental features that will altered by the project (The general contractor that is awarded construction of the project will engage an architectural conservator that meets the National Park Service's standards set forth at 36 CFR Part 61 regarding qualifications for preservation/conservation professionals ([http://www.nps.gov/history/locallaw/gis/html/table\\_of\\_contents.html](http://www.nps.gov/history/locallaw/gis/html/table_of_contents.html)). The conservator will meet the NPS professional standards and have demonstrated experience performing conservation work within the guidelines of the American Institute for Conservation Code of Ethics and Guidelines for Practice. The MASHPO and CHC will review and approve the qualification requirements for the architectural conservator.

The FTA shall ensure that the design plans and construction specifications for the Lechmere Station are submitted to the MASHPO, and CHC prior to construction for their review and comment and will provide an opportunity for field review of samples and mock-ups.

## **3. Historical Interpretation**

(a) The MBTA Design Department, following MBTA design protocol review, will develop an Interpretive Display to be located at the Lechmere MBTA Station. The MBTA Design Department will develop the concept and content of the display panels and will coordinate with the MBTA Design Consultant to incorporate the construction and installation of the interpretive panels into the contract. At a minimum, the contents of the interpretive display will be on weather and vandal-resistant panels, and the panels specifications will be in accordance with the MBTA enamel panel specifications, which meet and exceed National Park Service standards for permanent outdoor interpretive signage ([www.nps.gov/hfc/products/waysides/way-productpanels.htm](http://www.nps.gov/hfc/products/waysides/way-productpanels.htm)). The interpretative display shall discuss the history of the Lechmere Station, the adjacent Lechmere Viaduct, elevated railway, Boston Museum of Science and Charles River Basin within their appropriate historic contexts using text, photographic images, and maps. Draft plans, renderings, and specifications, including the proposed text and illustrations of the interpretive display will be prepared for review prior to preparation of the final design. The panels will be installed within the Lechmere Station in a location that is convenient, safe, and accessible for passenger viewing.

(b) The MBTA shall seek and take into account the MASHPO's and CHC's comments on the draft plans, renderings, and specifications for the Interpretive Display prior to final design.

## **4. Site Restoration**

The FTA shall ensure that the construction site work zone is restored to the condition immediately prior to construction, including but not limited to pavement, curbs and plantings.

## **5. Administrative Provisions**

### Dispute Resolution

If at any time during the implementation of this Memorandum of Agreement (MOA), the MBTA or the MASHPO objects to any actions proposed or the manner in which the terms of this MOA are

implemented and cannot resolve the issue between them, they shall immediately notify and consult with FTA in order to resolve the objection. If, within 30 days of such written notice, FTA determines that such objection(s) cannot be resolved, FTA will forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within 30 days after receipt of all pertinent documentation, the Council will either:

- Provide FTA with recommendations, which FTA will take into account in reaching a final decision regarding the dispute; or
- Notify FTA that it will comment pursuant to 36 CFR Section 800.7(b) and Section 110(1) of the National Historic Preservation Act and then proceed to comment. Any Council comment provided in response to such a request will be taken into account by FTA in accordance with 36 CFR Section 800.6(a)(1)(C)(ii) with reference to the subject of the dispute.

If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, FTA may render a decision regarding the dispute. In reaching its decision, FTA will take into account all comments regarding the dispute from the parties to the MOA.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; FTA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

FTA will notify all parties of its decision in writing before implementation of that portion of the undertaking that was subject to dispute. FTA's decision will be final.

#### Amendments and Noncompliance

Any signatory to this MOA who determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other signatories to the agreement to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with stipulation below regarding duration.

#### Termination

If an MOA is not amended following the consultation set out in this stipulation, it may be terminated by any signatory. Within 30 days following termination, FTA shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

#### Duration

If the terms of this MOA have not been implemented by December 30, 2011, this MOA shall be considered null and void. In such event, the FTA shall so notify the parties to this MOA, and if it chooses to continue with the undertaking, shall reinitiate review of the undertaking in accordance with 36 CFR Part 800.

Execution of this MOA by the FTA and the MASHPO and implementation of its terms evidences that the FTA has afforded the Council an opportunity to comment on the proposed MBTA Green Line Lechmere Station relocation (part of the Green Line Extension Project) and its effects on historic properties and that the FTA has taken into account the effects of the undertaking on historic properties.

**FEDERAL TRANSIT ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Doyle  
Region 1 Administrator

**MASSACHUSETTS HISTORICAL COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brona Simon, Executive Director  
Massachusetts State Historic Preservation Officer

**Concur:**

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel Grabauskas  
General Manager

**CAMBRIDGE HISTORICAL COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles Sullivan  
Executive Director