



September 30, 2016

Marie Mercurio, Senior Planner
John Dalzell, Senior Architect
Plan JP/Rox Team
Boston Planning & Development Agency
City Hall, 9th Floor
Boston, Massachusetts 02201

Re: Inclusion of the Arborway Yard MOU in the Final
Draft of Plan JP/Rox

Dear Marie and John:

I write on behalf of the Jamaica Plain Neighborhood Council concerning the Recommendations, Strategy 1 in the Framework - Housing Affordability and Diversity without Displacement - section of Plan JP/ROX. The language in the Plan refers to publicly-owned MBTA land in Forest Hills that potentially is developable for affordable housing. We assume you are referring specifically to the Arborway Yard.

While the JPNC appreciates that the BPDA has responded positively to the concerns and interests of our community for both diversity preservation and housing affordability, the Plan, in at least one crucial aspect, does not align with the explicit commitments contained in the Memorandum of Understanding signed by the MBTA and the City of Boston (copy attached). This MOU has been affirmed most recently by Mayor Walsh, our elected public officials, and a significant number of community and neighborhood organizations, in their December 11, 2015, letter to Secretary Pollack of MassDOT (copy attached).

The MOU explicitly states that no less than eight acres of the Arborway Yard are to be turned over to the City of Boston for affordable housing and other community benefits. We assume that the BPDA will want to ensure that Plan JP/ROX completely aligns with all those who have

Marie Mercurio, Senior Planner
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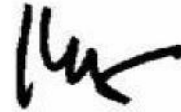
signed this letter, including Mayor Walsh.

Please include in Plan JP/Rox clear reference to the continuing existence and validity of the MOU for the Arborway Yard. This is important information to note when planning for development of the area.

We also believe that the BPDA and the City, through its various other departments and acting on behalf of the Mayor, have considerable leverage to ensure that Secretary Pollack and the MBTA honor the commitment to the City and the community that is set forth in the MOU. Please include in the Implementation section of Plan JP/ROX Plan language that affirms this. Clearly, the final decision on the use of this land rests not solely with the MBTA, but with the City and the community.

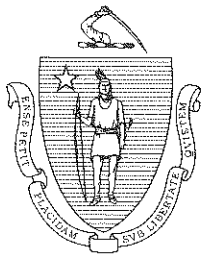
Very truly yours,

Jamaica Plain
Neighborhood Council



Kevin F. Moloney, Chair

cc: Mayor Walsh; Councilors O'Malley, Flaherty, Wu,
Pressley, Essaibi-George; Senator Chang-Diaz;
Representatives, Malia, Sanchez



THE GENERAL COURT OF MASSACHUSETTS
STATE HOUSE, BOSTON 02133-1053

December 11, 2015

Stephanie Pollack, Secretary & Chief Executive Officer
The Massachusetts Department of Transportation
10 Park Plaza, Suite 4160
Boston, MA 02116

RE: Arborway Yard Bus Maintenance Facility – Capital Improvement Plan 2017-2021

Dear Secretary Pollack:

We write to urge you to include in the 2017-2021 Capital Improvement Plan (CIP) full funding to construct a permanent Arborway Yard bus maintenance facility in Boston's Jamaica Plain neighborhood. This permanent facility is the heart of an 18-year long planning process that includes a Memorandum of Understanding (MOU) signed in 2001 between the MBTA, the City of Boston, and the residents of Jamaica Plain as represented by the Community Planning Committee of the Arborway Yard (CPCAY) of Jamaica Plain, which is now affiliated with the Jamaica Plain Neighborhood Council. This planning process is a model of intergovernmental cooperation and deep neighborhood engagement that we are eager to build upon as we ensure affordable housing opportunities, transportation infrastructure, and an efficient, well-serviced transportation fleet for our constituents.

The site is currently home to a temporary maintenance facility and underdeveloped acreage. During the last 18 years, the MBTA has invested \$30 million for a temporary maintenance facility and an additional \$12 million in multiple design efforts for a permanent facility on this site. The MBTA also committed to mitigate noise and particulate pollution in the Yard, which is surrounded by a historically low-income population. In order to halt the continued drain of public funds into temporary facilities that do not meet capacity or maintenance needs of the MBTA, and to ensure that existing community obligations have been met, the MBTA must invest in permanent infrastructure development on this parcel.

As part of the 2001 MOU the MBTA agreed to convey 8 of the 18 acres it owns at the Arborway Yard to the City of Boston as a means of mitigating the community impacts of housing a bus maintenance facility. Those 8 acres were to be used in a manner consistent with the City's policy objectives and the neighborhood's wishes. The CPCAY, in partnership with the City, has identified affordable housing and commercial opportunities accessible to long-time residents facing displacement as a top priority for this site. The affordable housing target for this site is 175 units. This target is part of a much larger push in the City to address housing insecurity, including the Boston Redevelopment Authority's Washington Corridor Master Planning process, which currently maps out the impending development of at least 900 housing units within one mile of the Arborway Yard. The significant need for affordable housing and mixed-used development outlined in the MOU is as pressing now as it was when the MOU was originally signed.

Our request for a permanent Arborway Yard maintenance facility and the conveyance of 8 acres in accordance with the MOU meets a number of prioritization criteria, as outlined in the 2015 MassDOT capital projects evaluation plan, for a modernization project, including: improving mobility; demonstrating a significant impact on environment and health effects; and addressing social equity concerns.

Mobility improvements represent a significant outcome of this proposal. The Arborway Yard is situated at Boston's southern end, mere yards from the Orange Line terminus and a Commuter Rail stop. Forest Hills Station is the 5TH most utilized subway station in the system, serving 15,150 riders a day, and is also a connection point for 16 bus lines, including two of the busiest, transporting on average 375,784 riders per week. A development on this site is well-poised to take equal advantage of the T, the bicycle and walking infrastructure along the Washington St. corridor, the Southwest Corridor Park and the Arborway, and several other modes of transportation, including car-sharing operations at Forest Hills. Both private developers and those working on public housing projects have begun to recognize the importance of allowing for bikes and carpooling in their construction. A mixed-use development on this site could be a model for multi-modal, transit-oriented planning.

As an environmental consideration and in support of the integrity of the Emerald Necklace, a permanent facility that modernizes the MBTA's maintenance capabilities at the Arborway Yard would also allow for more environmentally friendly rolling stock, and would provide an opportunity for the MBTA to make good on its commitment to pollution mitigation. Additionally, maintaining mass transit options near large population centers like this one is one way to minimize our carbon footprint, as is investing in cleaner technologies overall.

Further, we see enormous value in maintaining an MBTA facility nearby because it represents access to steady employment, and because it is so close to an extraordinary number of commuters. Forest Hills is the gateway to the city center; with all of the above-mentioned public transit commuters plus an estimated 24,000 additional vehicles driving at-grade after the Casey Overpass demolition, and roadway reconstruction adjacent this parcel at the corner of Washington St. and the Arborway, there is enormous potential for the commercial portion of a mixed-use development to contribute to the vibrancy of a former industrial corridor. For a historically economically disenfranchised segment of the City, this project represents an opportunity to revitalize our community and stabilize area incomes.

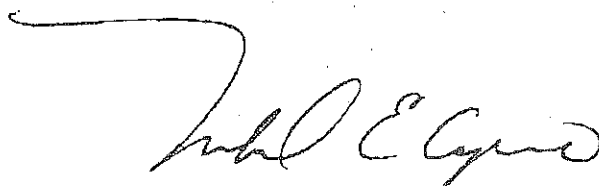
We understand that as you work to draft a five year Capital Improvement Plan (CIP), you must balance the litany of competing demands for transportation investment across the Commonwealth against the well-known financial pressures facing the MBTA. We believe that we have made the case for you to support a permanent transit facility that protects the community and advances the aspirations of the City of Boston and Commonwealth for smart growth and transit-oriented development.

Thank you for your time and consideration.

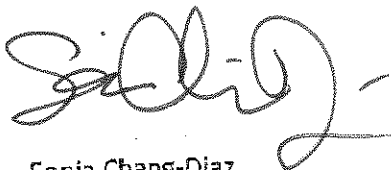
Sincerely,



Martin J. Walsh
Mayor of Boston



Michael E. Capuano
Congressman



Sonia Chang-Diaz
Senator



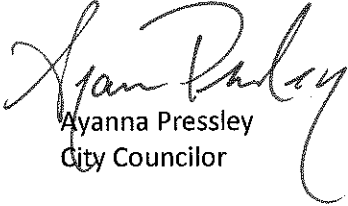
Liz Malia
Representative



Jeffery Sanchez
Representative



Matt O'Malley
City Councilor



Ayanna Pressley
City Councilor

CC: Governor Charlie Baker
Frank DePaola, Interim MBTA General Manager
Brian Shortsleeve, MBTA Chief Administrator
Brian Lang, Fiscal and Management Control Board Director
Scott Hamwey, Manager of Long-Range Planning
Brian Golden, Director, Boston Redevelopment Authority
Marie Mercurio, Jamaica Plain Senior Planner, Boston Redevelopment Authority
John Barros, Chief, City of Boston's Economic Development Office
Sabrina Dorsainvil, Civic Designer, Boston Mayor's Office of New Urban Mechanics
Members of the MBTA Board of Directors
Dominic Blue
Ruth Bonsignore
Lisa Calise
Dean Mazarella
Robert Moylan, Jr.
Steve Poftak
Joseph Sullivan
Betsy Taylor
Monica Tibbits-Nutt
Russell Gittlen

MEMORANDUM OF UNDERSTANDING BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND THE CITY OF BOSTON

This Memorandum of Understanding is entered into on this 16th day of November, 1999, by and between the City of Boston (the "City") with a principal place of business at City Hall, Boston, Massachusetts 02201 and the Massachusetts Bay Transportation Authority (the "MBTA") with a principal place of business at the Transportation Building, Ten Park Plaza, Boston, Massachusetts 02116.

WHEREAS, the MBTA has announced plans for the construction and development of a new Transportation Facility at the Arborway Yard which will include a Bus Maintenance Component, an MBTA owned site located on Washington Street in the Forest Hills area of the Jamaica Plain neighborhood (the "Arborway Yard"); and

WHEREAS, the City recognizes that the new Transportation Facility is an important component in MBTA's plans to improve transportation services both in this section of the City and throughout the City; and

WHEREAS, the City has legitimate needs and interests in the environmental, public transportation, vehicle and pedestrian safety, open and green space, and public works infrastructure impacts of the Arborway Yard; and

WHEREAS, the MBTA and the City recognize that development of a Transportation Facility at the Arborway Yard may impact the surrounding community and both parties desire to minimize these impacts; and

WHEREAS, the MBTA and the City want to establish a comprehensive and cooperative planning and design process to review and advise on the mitigation of impacts resulting from the construction and development of a new Transportation Facility at the Arborway Yard; and

WHEREAS, the MBTA recognizes that the City has a legitimate interest in ensuring that the concerns and needs of the Jamaica Plain community are adequately considered prior to the construction of a new Transportation Facility; and

WHEREAS, the MBTA and the City acknowledge that the Community Planning Committee for the Arborway Yard (the "CPCAY") has been formed by area residents to address issues and concerns presented by a new Transportation Facility.

NOW, THEREFORE, the City and the MBTA agree as follows:

1. The City recognizes that the MBTA has legitimate needs and interests in developing a new Transportation Facility at the Arborway Yard site, with a Bus Maintenance component.

2. The MBTA shall commence a collaborative and comprehensive community planning and design process with the City of Boston (the "Community Planning Process"). The process will include the entire MBTA property. The initial focus of the planning process identified in paragraph 1, above, will be on the Bus Maintenance component.
3. As a key component of the Community Planning Process, the MBTA and the City mutually agree that the CPCAY shall be the mechanism for coordinating and providing the community's input into the planning and design of the new Transportation Facility. The objective of the Community Planning Process is to insure that the surrounding community has full and adequate involvement in the process. The CPCAY shall be appointed by the Mayor as the Community Planning Committee for the Arborway Yard. The MBTA will not make any decisions regarding the new Transportation Facility without prior consultation with the CPCAY. This CPCAY shall provide the mechanism for community participation and review by interacting with the MBTA and City of Boston officials. The process shall explore all aspects of discussion, planning, design, construction and implementation regarding a new Transportation Facility at the Arborway Yard. All decisions regarding this Facility shall utilize the negotiations process as described in paragraph 7, below.
4. The City and the MBTA, through the Community Planning Process, shall establish mutually agreeable time frames for the completion of the various steps for a review of the planning and design of the Transportation Facility for the Arborway Yard. The parties agree to meet regularly in open and participatory meetings with those interested and concerned about the development of the Arborway Yard. Additionally, the parties agree to complete the Community Planning Process within six months from the date of this agreement.
5. As part of the Community Process, the MBTA shall make available to the City and the CPCAY information regarding plans for the Arborway Yard to date, as well as any such information and documentation that may be developed during the Community Planning Process.
6. The final development plan for the Arborway Yard, developed through the Community Planning Process, shall be appropriate in scale to the immediate neighborhood and shall be sensitive to the environmental, public transportation, vehicle and pedestrian safety, recreational and open green space concerns of the surrounding neighborhood and Jamaica Plain community. Further, the final development plan shall be acceptable to the MBTA and the City. Any disputes over the plan shall be settled by the signatories through a non-binding mediation process, to be agreed upon.
7. This Memorandum of Understanding is a legally binding document between the signatories hereto, which has the force and effect of law and shall be enforceable by the signatories in a court of law, after an agreed upon negotiation process has been completed. This negotiation process shall commence after the parties, acting in good

faith, have failed to reach an agreement on any issue and an impasse is causing the planning process to stall and is preventing it from entering the design phase.

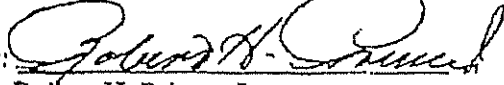
The negotiation process shall commence with each signatory providing three names for consideration as a mediator on the facts in dispute. This process of presenting and exchanging names shall continue until a name acceptable to both signatories is identified.

Upon acceptance, that person shall, within the next fifteen days, meet individually and then in three joint meetings with the signatories to resolve the dispute. All agreed upon facts, prior to the impasse, shall not be reconsidered unless doing so will assist in resolving the impasse. The mediator shall be allowed to request technical assistance as necessary to resolve any factual issue. The decision reached through the negotiation process shall be presented to the signatories for their approval. Any decision reached by a mediator shall be a recommended solution. This negotiation process is not binding on either of the signatories.

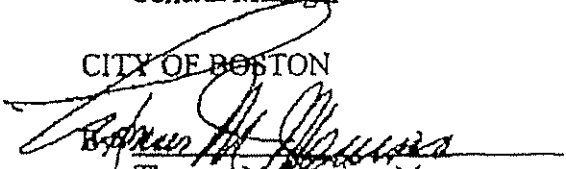
Regardless of the process by which any decision is reached this Memorandum of Understanding shall not create any rights in a party not a signatory hereto nor shall it give rise to any rights or claims against any party not a signatory hereto.

This Memorandum of Understanding is hereby executed as of the date first written above.


MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

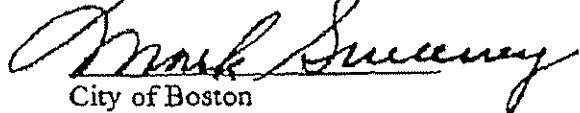
By: 
Robert H. Prince, Jr.
General Manager

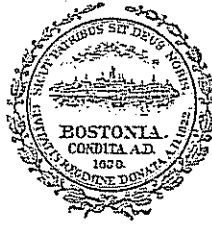
CITY OF BOSTON


Thomas M. Menino, Mayor
City of Boston

Approved as to Form:


William A. Mitchell, Jr.
MBTA General Counsel


Mark Sweeney
City of Boston
Corporation Counsel



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
THOMAS M. MENINO

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BOSTON AND
THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

This Memorandum of Understanding is entered into on this 24th day of April, 2001, by and between the City of Boston (the "City") with a principal place of business at City Hall, Boston, Massachusetts 02201 and the Massachusetts Bay Transportation Authority (the "MBTA") with a principal place of business at the Transportation Building, Ten Park Plaza, Boston, Massachusetts 02116.

It represents the culmination of an exhaustive comprehensive and collaborative planning process between the City, the MBTA and the Community Planning Committee for the Arborway Yard (the "CPCAY") as described in the November 16, 1999 Memorandum of Understanding between the City and the MBTA.

The following agreements are based on information provided on the Topographical Survey and Planimetric Map [15N-8E] and provided by the City of Boston. In view of the design process that is under consideration, the MBTA will be obliged to perform a more exacting survey of the site, inclusive of the City Street Lighting Pole Yard [the "City Pole Yard"] and their abutting land.

To the extent that this process reveals any discrepancies between the original City Topological Survey and Planimetric Map [15N-8E], the total land area assumptions will be adjusted accordingly.

For contextual reference, we are providing the following site plans for review:

- City of Boston Topological Survey & Planimetric Map;
- MBTA-COB-CPCAY Revised Option-T with Site Analysis, May 2001

Now therefore, the City and the MBTA agree as follows:

FACILITY PROGRAM, PLANNING & DESIGN

- A. The total number of buses to be garaged and maintained at the proposed Arborway Transit Facility shall not exceed 118. If the LRV service is restored, then the maximum number of vehicles to be stored at the Transit Facility shall not exceed (104).

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- B. The buses garaged, fueled and maintained at the Arborway Facility, in the near term shall be 40' CNG buses and in the long term, there may be twenty-60' CNG buses. Alternative technologies including fuel cell and hybrid electric vehicles shall also be pursued. No diesel buses are to be fueled, garaged or maintained at the Arborway Yard, even on an interim basis. Only vehicles actually garaged at the facility will be fueled and maintained there.
- C. The Facility and all access and egress points must be located on the Arborway side of the site.
- D. The best location for a two-way road under the Casey Overpass should be studied, acquired, designed and constructed to provide optimum bus access/egress to the Arborway Yard.
- E. There must be an Emerald Necklace Re-Connector with an average width of 85-ft and not less than 60-ft at any point, to link Franklin Park with the Arnold Arboretum, and that does not run along the Casey Overpass. The MBTA should amend the Facility design contract of Goodkind & O'Dea to reflect the additional task of providing landscape architectural services for the Emerald Necklace Re-Connector.
- F. The Washington Street/Arborway corner of the site must be developed as a signature entrance to site and enhance the Emerald Necklace Re-Connection.
- G. No vehicles will cross the Emerald Necklace Re-Connector at grade unless it permits a substantial increase in green space.
- H. There shall be no commuter parking. Employee and visitor parking shall be accommodated on the roof of the transportation facility. In order to preserve and provide for adequate parking for existing businesses and residences, fifteen surface parking spaces shall be provided for businesses in the Brookley Road/Stonley Road area and the City will install parking meters on both sides of Washington St.
- I. All MBTA activity shall be confined within an area not to exceed 10.3-acres, inclusive of the Facility, the LRV reservation and # 500 Arborway. Should the LRV not be restored, then a minimum of 0.8-acres of land will be made available for community planning and use purposes.
- J. The Facility will meet federal and state standards as agreed upon by all; to reduce light pollution, all exterior lighting must be fully cut-off and shielded; must include sound barriers constructed to enclose noise sources; HVAC blowers and compressors should be structurally isolated; marshaling yard must be enclosed with walls/screening buffers of sufficient height so that buses are not visible..

The Facility design and construction must ensure that the discharge of any pollutants meet the higher of federal, state standards, codes or regulations.

The Facility must be designed, operated and maintained to prevent additional ambient noise.

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- K. The existing City owned "Pole Yard" will be incorporated into the Arborway Yard Plan.
- L. The MBTA will transfer, for good and valuable consideration, no less than 8.0-acres of the Arborway Yard site to the City for community use. The MBTA is transferring this land with the understanding that it is necessary to satisfy community priorities and mitigate the impact of the Facility. Priority uses, as determined by the CPCAY community planning process are affordable housing, youth recreation, retail, light industrial, the Emerald Necklace Re-Connector and mixed-use development along Washington St. The CPCAY will bring together all relevant community interests in Jamaica Plain, including, but not limited to, local abutters, to establish a committee of these interested parties that will oversee the community planning process for determining how these priority uses for the not less than 8.0 acres will be implemented.

OPERATIONS

- M. A vintage alternative fuel vehicle should be run between Forest Hills Station, the Arboretum, Franklin Park Zoo and the Mass Audubon Society's Boston Nature Center. The MBTA will participate in funding 50% of the cost of the seasonal service. The MBTA will not operate the service.
- N. No stationary commercial advertising of any kind is to be located on or associated with the facility.
- O. Comprehensive security arrangements must be provided at the facility by the MBTA.
- P. A transportation management plan must be approved by the City to ensure that no bus or other large MBTA vehicle is allowed on residential side roads; and MBTA employee's or clients will not use residential side roads for parking or access to the facility.
- Q. Traffic, acoustic air quality modeling must be completed before the project enters the schematic design phase and evaluated by the CPCAY and the City of Boston, as previously agreed to by the MBTA.
- R. The City must retain ownership of the Stoney Brook.
- S. The MBTA strongly encourages the use of Minority, Women, and Disadvantaged Business Enterprises and City of Boston residents as prime contractors, subcontractors, tradespeople, and suppliers in all of its contracting opportunities.
- T. Only low to mid-level maintenance shall be performed on vehicles in the facility. All work shall be performed between 6 AM and 11 PM. No repair work to be performed between 11 PM and 6 AM. Activity will be limited to visual bus inspections. Low to mid-level maintenance does not include major bodywork or engine and transmission overhaul.

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- U. To ensure complete compliance of the Agreement between the MBTA and the City of Boston during the design completion, construction and operations of the Arborway Yard Facility, all design and construction documents will be made available to the CPCAY and the City for timely review, including, but not limited to 5% and 15% schematic design; 30% and 60% design development; and 90% and 100% construction documents.

In the event of any violation or alleged violation of the Agreement during the design phase of the project (which also shall include any design work concerning change orders during the performance of the construction contracts), the MBTA, on its own, or upon request from the City or the CPCAY, will suspend design only of the area of dispute concerning any such violation or alleged violation. The teams (CPCAY, the City and the MBTA) shall be given notice of any such violation or alleged violation, and the teams shall be provided thirty days to cure any violation of the Agreement. In no event, however, shall the MBTA cause or allow the design work following such 30 day cure period, to proceed in a manner that will cause or allow a violation of the Agreement.

In keeping with the MBTA's continued commitment to be responsive to community concerns, which has included, but not limited to transfer of a minimum of 8.0 acres of real estate, the MBTA shall implement and maintain the highest standard for responsiveness to community concerns on all aspects of the operations of the Transit Facility. As part of this standard, the MBTA will continue to meet with and report to community members on a regular basis, shall publicize the name and telephone number of the superintendent of the facility, and shall respond and act to resolve all reasonable community concerns on a prompt basis.

COROLLARY

- V. There must be a Forest Hills Area Master Plan to evaluate and optimize the full impacts of development and transportation related activity in the vicinity of the Forest Hills/Arborway Yards. The MBTA, the City and all appropriate agencies will participate in this master planning process.

MEMORANDUM OF UNDERSTANDING BETWEEN
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Regardless of the process by which any decision was reached this Memorandum of Agreement shall not create any rights in a party not a signatory hereto nor shall it give rise to any rights or claims against any party not a signatory hereto.

This Memorandum of Agreement is hereby excuted as of the first date written above.

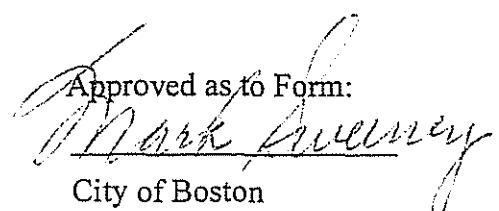
CITY OF BOSTON

By: 

Thomas M. Menino, Mayor

City of Boston

Approved as to Form:


City of Boston

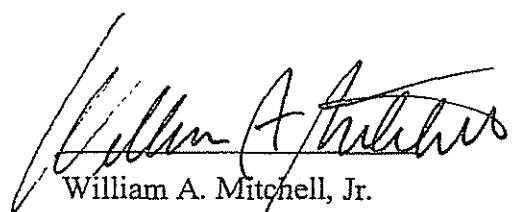
Asst. Corporation Council

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

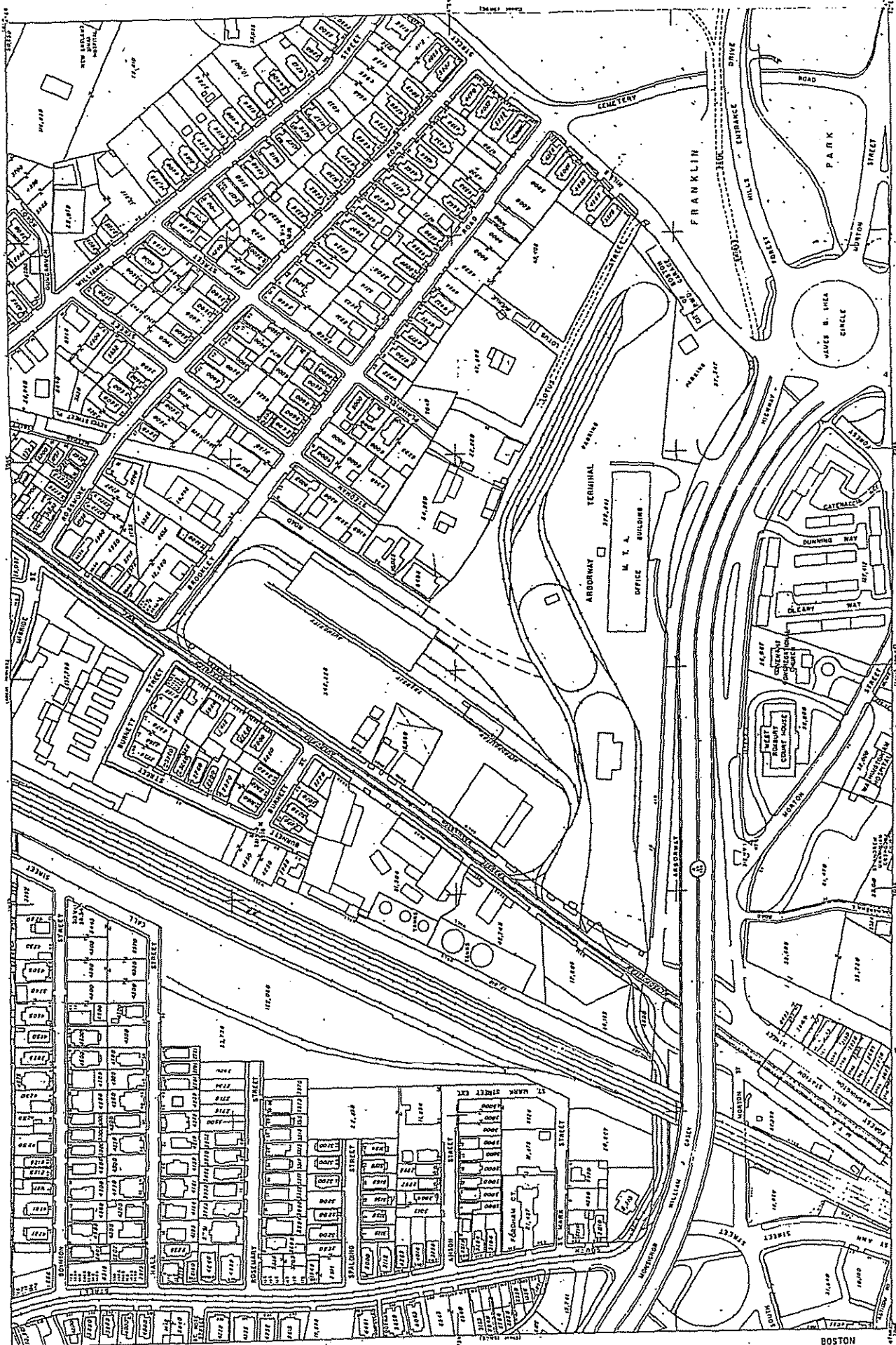
By: 

Robert H. Prince, Jr.

General Manager


William A. Mitchell, Jr.

MBTA General Counsel



BOSTON
 MASSACHUSETTS
 1962
 E.C.

SCALE 1:1200
 0 100 200 300 400 500 FT

500 FOOT GRID BASED
 ON MASSACHUSETTS COORDINATE SYSTEM, MAINLAND ZONE

SCALE 1:1200
 0 100 200 300 400 500 FT.

500 FOOT GRID BASED
 ON MASSACHUSETTS COORDINATE SYSTEM, MAINLAND ZONE
 THE LAST THREE DIGITS OF THE GRID NUMBERS ARE OMITTED

BOSTON
 MASSACHUSETTS
 1962
 E.C.
 SHEET NO. 15N-8E

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MBTA Bus Facility
Arborway Yard
-Revised Option T

